

THE Hongkong Weekly Press

AND China Overland Trade Report.

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CONTENTS.

	PAGE
Epitome	371
Leading Articles:—	
Hongkong House Property	372
Shanghai	372
Strike Law	372
Royal Tourists	373
Education in Japan	374
China's Foreign Trade in 1907	374
Hongkong Sanitary Board	375
The "Powan" Wrecked	375
Supreme Court	376
Hongkong Legislative Council	379
Commercial	383
Shipping	386

Hongkong Weekly Press.

HONGKONG OFFICE: 10A, DES VŒUX ROAD CL.
LONDON OFFICE: 131, FLEET STREET, E.C.

ARRIVAL OF MAILS.

The English Mail of the 15th ult. and the parcel mails which closed in London for despatch by the all-sea route on the 6th ult., and for despatch overland on the 13th ult., arrived per s.s. *Malta* on the 10th inst.

FAR EASTERN NEWS.

A meeting of the Japan Cotton Spinning Association was held at Osaka on May 23 when the following resolutions were adopted:—

1.—The Association shall provide a fund for encouraging the export of cotton yarn to Hongkong and other foreign countries, with the exception of China, and this shall take the place of the prize tickets. Encouragement money will be given at the rate of seventy-five sen per bale, and will be payable on the presentation of the export certificates.

2.—The above resolution shall come into force on the day on which it is adopted.

3.—The encouragement money shall only be payable on cotton exported within fifteen days after the expiration of the second term of the issue of prize tickets.

A *Daily Press* telegram dated Tokyo, June 10th said:—The memorial at Port Arthur erected by the Japanese in memory of the Russian dead was unveiled to-day in the presence of General Nogi and representatives of the Tsar.

Mr. F. S. A. Bourne, Acting Judge of H. M. Supreme Court Shanghai has left for Seoul. It is understood that his visit, like that of the Crown Advocate, who is at present in Korea, is not unconnected with the operation of the new Press regulations.

Mr. J. J. Leiria, who has been Vice-Consul for Portugal in Hongkong for the past eight years, and acting Consul-General since the death of Mr. A. G. Romano, received by Mail this week official notice of his appointment as Consul at Hongkong, the decree being dated April 23rd. The appointment is one which will give general satisfaction, not only among the Portuguese community but likewise among all others whose business brings them in touch with the Consulate.

The Nagasaki Press gives a translation from the "Moji Shimpō," which states that the British str. "Courtfield" was responsible for the collision in Moji harbour on May 25, as she was swept by the current on to the "Chiyo Maru." The owners of the latter vessel accordingly began to take legal proceedings against the British steamer, but before a process could be served the "Courtfield" left, having sustained no damage to cause detention. The "Chiyo Maru" lost two anchors, which will probably be recovered, and altogether sustained damage estimated at Yen 17,000.

In accordance with the Settlement Land Regulations at Amoy the Senior Consul (Dr. Merz, Consul for Germany) is convening a ratepayers' meeting for the 15th inst., at which the following resolutions are to be submitted:—
1.—That all Opium Smoking Shops and Houses be closed within two months of the issue of a Special Proclamation on the subject, which Proclamation will be issued immediately after the approval by the Consular Body.
2.—That a certain limited number of shops be licensed for the sale of prepared Opium, half these said shops to be closed by the 31st March 1909, and the remaining half by the 31st March 1910.

We regret to record the death of Mr. Chiu Yu Tsun, who for many years has been the General Manager of our Chinese newspaper, the *Chung Ngai San Po*. The paper which attained its jubilee eight months ago enjoys the distinction of being the pioneer Chinese daily newspaper, and Mr. Chiu, who had been connected with it from his boyhood, could count a service of about thirty-five years. When he joined the office the paper was under the management of the present Chinese Minister to Washington, H. E. Wu Ting Fang and his brother the late Mr. Ng Chan, and it was when the latter died that Mr. Chiu succeeded him as sub-lessee and General Manager. During the eighteen years he has had the direction of the paper he has fully maintained its best traditions and his death is deplored by his colleagues and a wide circle of friends. Mr. Chiu died at Canton on Monday after a brief illness. A distressing sequel is that seven nephews and nieces belonging to Macao, who were proceeding to Canton by the ill-fated steamer "Powan," to attend the obsequies, are all missing and are believed to have been drowned.

CORRESPONDENCE.

THE OPIUM QUESTION.

[TO THE EDITOR OF THE "DAILY PRESS."]

SIR.—In my letter on this subject which you were good enough to insert in your issue of 1st June I submitted that probably the best way to solve the financial difficulty caused by the decision of the Imperial Authorities to close the local opium "dens" would be to forward a Memorial to the Secretary of State setting forth our inability to continue to contribute upwards of a million dollars per annum as military contribution.

The Imperial Authorities do not seem to have contemplated the issue of arbitrary orders, ordaining that the opium dens should be closed immediately. That difficulties have to be faced in giving effect to the anti-opium policy of the Government is well known at Home and it seems to me that one, at all events, of the main objects in view in despatching the telegram to His Excellency the Governor on the 4th ultimo was, by giving as much warning as possible, to reduce the difficulties and so pave the way for the closing of the dens as quickly as was locally expedient.

The road is clearly open to us to memorialise the Secretary of State, who would, I should say, be likely to gratefully receive a carefully drawn appeal, clearly setting forth our financial status, and our inability to continue to contribute upwards of a million dollars a year to the Imperial Treasury.

May I again suggest that much good and assuredly no harm would result from a public meeting being held as soon as possible with a view to the appointment of a Committee representative of every section of our large cosmopolitan community which should be entrusted with the task of preparing—as they may deem expedient—a Memorial for despatch to the Secretary of State through the good offices of His Excellency the Governor.

All that is now requisite is that the matter should be put before the Imperial Authorities in a proper manner, and, if a better way of doing so can be devised than the *modus operandi* I have ventured to place before your readers, I take this opportunity to assure you that the promoters of it will find in me a very staunch supporter, for I realize the necessity for action and am quite willing that my scheme be shelved provided such effacement makes for the welfare of the majority of my fellow-citizens.

Surely, Sir, as you suggested in your leading article on the 1st instant, the reformers at Home would "probably appreciate an opportunity of proving their good faith" and should at all events, "be given the chance."

"What is worth having is worth asking for": if we don't ask how can we expect to receive the measure of consideration which is clearly due us in this connection?—Yours faithfully,

G. A. WATKINS.

Hongkong, 8th June 1908.

HONGKONG HOUSE PROPERTY.

(Daily Press, 6th June.)

After Thursday's debate at the Legislative Council, there should be fewer persons maligning our local Government. Wearing the halo as a result of that afternoon's manifestation of its exceeding great goodness, it should soon perceive the population particularly those members of the population who are unhappy enough to own real estate, worshipping it with clasped hands and on bended knees. The phrase "paternal Government" has often been on the tongues of men; now we see what it means. Saddled with more public work than it can afford to pay for, embarrassed by hard times and a recent large curtailment of its revenue, the Government of this Colony comes undismayed to the front as a philanthropist. It proposed to do good to the owners of house property by stealth, and on Thursday we were enabled to watch it blush "to find it fame." It was some time before its real goodness could be recognised; indeed, there are still a few property owners who cling to their unhappy suspicions and doubts. Even the Hon. Mr. STEWART, who went to the Council full of reverence for the undivided authority of the Crown and for the Crown Colony system of administration, was unable to find sufficient faith for the gospel of the Government's goodness as expounded by the Hon. Colonial Secretary. Just as we say, when we hear a fat Bishop preaching the blessedness of poverty and meekness, that it is curious he should not try his own prescription, so the Hon. Mr. STEWART, concerning the Government's proposal in section 154a of the Public Health Ordinance, said it was very curious that if property owners were really to be benefited so greatly they had not been making such improvements without waiting for the Government. Just as the Bishop always has in such case, so the Hon. Colonial Secretary had an answer and an explanation. The property owners did not understand, he said. Let there be others who do not understand, let us try to put the scheme in simple words. When the Government finds a block of dark houses, houses not sufficiently well-lighted, it proposes to make every third building in such block a one-storey shop, leaving the gap above so that windows may be put in the gable ends of the two adjoining buildings. It does the necessary demolition at its own cost, and furthermore it compensates the owner to an extent to be settled by arbitration. According to the Hon. Colonial Secretary, all that the owners have to pay is "the cost of repairs, making the houses habitable, and inserting windows, etc." Perhaps also of rebuilding such houses as tumble during the process, but that was not mentioned. Another thing that the Hon. Colonial Secretary did not emphasise was the second paragraph of the new clause, in which there is provision for the imposition of "a special improvement rate upon the owners of such of the adjoining houses as are in the opinion of the Governor-in-Council benefited by such works." His calculations were that the two adjoining houses would now accommodate more people than the original three, so that the new one story shop, representing the ham of the Sanitary Reform sandwich, would be cumshaw to the owner. "The far larger part of the cost of the resumption and demolition would fall upon the ratepayers." Yet, according to Sir HENRY BERKELEY, all property owners are opposing it. We must get out a few halos for them, too; the ratepayers can do no less than pay for such

a deserved testimonial; for we cannot accept the official opinion that such opposition is the result of ignorance. "They do not understand it." It is not easy to understand, true, how the owners are to benefit, and yet be compensated; how the Government is to bear the most of the cost, and yet levy a special improvement rate; but we fancy those who are opposing the new clause have some idea of what they are about.

SHANGHAI.

(Daily Press, 8th June.)

On top of the recrudescence of the Mixed Court trouble at Shanghai, in which the Chinese magistrate continues recalcitrant, maintaining that a prisoner is guilty till his innocence be proved, and that unless there be a foreign complainant or defendant, foreigners ought not to interfere, there comes now an unexpected development of the boundary dispute. We reported a day or two ago how Chinese police belonging to Paoshan district had attacked a Municipal policeman and wounded him, on a road which both sides claim to be within their exclusive jurisdiction. A sequel to that was that two of the native officers were arrested by the Municipal Police for patrolling within the limits of the Settlement. This made a great commotion in Chinese circles, the rural Chinese, encouraged, it is to be feared, by anti-foreign officials, resenting every alleged encroachment of foreign law and order. The Taotai who is known to have instigated the Paoshan police to insist upon their control and authority over the road in question is called WUANG JUI-KAI, and this official pretending a fear that the people might rise in riot if his two policemen were detained in foreign custody, obtained their release on his distinct official undertaking that they would present themselves for trial at the Mixed Court when called upon. He made this promise to the British Consul-General, and the two men in custody were allowed to go. When their case was to have been called, it was ascertained that they had not been brought to the Court, and more than that, information was to hand that they were not coming. The Taotai did not consider that his promise was in any way binding, and he intimated that the matter was to be arranged diplomatically. He appears to be right in so far that only diplomacy can now adjust matters. The British Consul-General is not likely to submit tamely to such a breach of confidence. The Taotai's trickery is a direct insult to the Municipality and to Great Britain, and if allowed to pass, it would undoubtedly damage foreign prestige in the district, where it cannot conveniently afford to suffer more than it has done. The two prisoners, who should have been tried by a Chinese Magistrate and foreign assessor, were released on the distinct understanding that they would submit to the jurisdiction of the Mixed Court, and this tribunal they must now be made to face, or otherwise irreparable and incalculable damage will be done to the Settlement. Already the rural Chinese, a notoriously anti-foreign lot, must be drawing false conclusions from the fact of their release. This flagrant case will probably strengthen the foreign demand for the extension of the boundaries, and it is to be hoped that in future the usual arrangement, hitherto neglected at Shanghai, will be made for a neutral strip, so that such collisions will be impossible again.

STRIKE LAW.

(Daily Press, June 9th.)

There are at last some signs that the public in England is beginning to recognise that the legislation which the Liberal Party thought fit to introduce with respect to Trade Unions has gone beyond the bounds which can be considered safe by even the most advanced upholders of the rights of the working man to protect himself by means of such combinations. At the time when the last act on the subject was passed, exempting Trade Unions from liability for damages resulting from what is euphemistically termed "peaceful picketing" during any strike grave doubt was felt by many—and especially by those who knew what "peaceful" picketing meant, whether the Legislature had not gone so far as practically to withdraw one special class from the operation of laws which applied to all others, and thus to perpetrate a piece of "class" legislation of a decidedly dangerous tendency. Very shortly after the act was passed, some forcible illustrations of what this moral persuasion amounted to came before the public; but very little notice was taken of them at the time. This was no doubt due to a reluctance on the part of all political parties to oppose the views of the labour party whose influence in respect to Elections has now become so serious that few leaders are disposed to incur opposition from this quarter unless absolutely compelled to do so. Incidents have however arisen which have made it apparent that if the right of striking is to be recognised, it is essential that it should be at least restrained within certain definite limits. The threats of strikes upon some of the railways at home, and the more recent trouble brought about in India by the Telegraph Employees, have caused men to reflect still more upon the enormous power which may be put into action by the leaders of strikes, and to question whether some principle cannot be arrived at which will preserve to working men a right to resort to the time honoured plan of combining to refuse further work unless higher wages are paid, but at the same time prevent this very strong power being abused by unscrupulous or uncompromising persons. It is not easy to declare what this principle should be so far as the working men are themselves concerned; it is open to question how far the majority are justified in coercing the minority in cases where a certain number are willing to work but are prevented from doing so by the power of the Union. There can hardly be a question that at times considerable injustice has been done to individuals in this respect—but on the whole the feeling has been that this is a matter which purely affects the men themselves, and that it may consequently be left with safety to them to settle it upon a fair and common sense basis. With a few notable exceptions, this seems to have been the case, and on the whole the Unions have not apparently been unduly oppressive to the working men themselves though there is practically little to prevent the powers which they exercise being at times pressed to extreme lengths. Upon this point, it will always be difficult to obtain anything like accurate information, as grave pressure can, of course, be easily brought to bear upon any workmen who may venture to complain outside of the working of a Union, though they may have joined it only with reluctance or even under persuasion amounting in reality to compulsion.

Upon one point, however, there is a unanimity of opinion, which it is to be

hoped will, in one form or another take practical shape. Whatever rights of combination working men may have with a view to improving their position, these rights must not be exercised in a manner that will cause public danger. It may be remembered that this principle was absolutely asserted many years ago when a strike of gas-works employes was threatened in London—and when a certain number of those who were promoting the strike were brought up before the criminal courts, and were found guilty of acting illegally in combining in a manner which threatened the public safety. The justice of this view has never been questioned, though similar action has not again been taken in any strike that has since occurred. It is of course a principle of a very far reaching character, and naturally the authorities are loath to act upon it unless the public exigencies make it absolutely necessary to do so. The great difficulty is to define what is a public danger, and to differentiate a case purely of that character from others in which the public may be much inconvenienced, but in which it cannot be fairly urged that public order is sufficiently infringed to justify interference by the authorities—as for instance a cab strike, or a coal-carriers' strike. On the other hand there are certain services among which those of railways and telegraphs may be classed, where a sudden stoppage of work on the part of the employes must cause great public injury; and in such cases, it is clear some limit should be put upon the power of "striking." It may be said that a combination of the kind is only what people in other trades have a right to, and that persons in the employ of railways or telegraphic departments should not be deprived of it; but this is not an answer to the real issue. The remedy that is sought in such a case is so manifestly disproportioned to the wrong it is designed to put right, that no reasonable person can consider it justifiable—and if the right of striking in a reasonable manner for a legitimate object is liberally recognised as a necessary concession to working men, it will be no hardship that some definite limits should be put upon the exercise of so strong a power; and the least limit that can be put is that it shall not be made the means of injuring or endangering the public at large.

ROYAL TOURISTS.

(Daily Press, 10th June.)

Sixty-five years ago Queen Victoria, amidst the misgivings of nearly half her subjects, paid a visit of politeness to the Court of the Tuileries; the "Citizen" King Louis Philippe was then on the throne, France had had enough of military and imperial rule; the Bourgeoisie was in power, and commercialism was in fashion, and Louis Philippe was anxious to show to the French people how very superior he was to the old prejudices which had for so many centuries kept apart the two peoples of France and England. The visit was marked by no particular incident, it was as became the frugal King of the French markedly bourgeois in type, and became the subject for the time of much good natured banter on the part of the English press. Queen Victoria and her husband, then known simply as Prince Albert, were kindly received by the populace, but it could not be said that any enthusiasm was displayed; a few months later King Louis Philippe, as in duty bound, returned the visit in London, where he had a reception worthy of the occasion. Under somewhat

different circumstances Queen Victoria paid a ceremonious visit to the King's successor the Emperor Napoleon III. on the occasion of his opening the great Naval Station at Cherbourg. Napoleon was consistently friendly towards England, and it was always a source of chagrin to him, that his approaches failed to overcome the rooted suspicion of the English people; so strong was this prejudice that even Lord Palmerston thought it necessary to warn the English people of the evil intentions of the Emperor, and the first beginnings of our Volunteer system was not remotely connected with the panic this excited. In spite of the many proofs he had displayed of his friendly feeling, there were not few who up to the last moment had their suspicions, and warned the country against the danger of permitting the sovereign to put herself into Napoleon's power in his very stronghold. They had no doubt whatever that the object was to kidnap Her Majesty, and hold her to ransom of the nation. In spite of these warnings Queen Victoria persevered in her intention, and on arrival met with a right royal welcome. At the time monarchs had but few opportunities of meeting one another personally, and international codes of etiquette were so arranged that interviews, when they did take place, were confined to the most formal and distant intercourse.

There is little doubt that these early visits of Queen Victoria had some effect in ameliorating the personal intercourse of the European sovereigns. The improvement in the means of intercommunication, there is little doubt, would in the end have brought about this desirable end, but the example shown by Queen Victoria, that it was possible for two sovereigns to be on friendly, almost familiar conditions, and communicate in unrestrained social intercourse seems to have been something new. Intercourse with equals in rank which was the privilege of the meanest, as well as the most powerful of their subjects, was alone forbidden to the monarchs themselves, who were thus shut out from the enjoyment of one of the greatest enjoyments of human life, free intercourse with their fellow kind. It is curious to note how entirely a single half century has changed all this. King Edward when Prince of Wales had taken full advantage of the opportunities his position gave him of mixing freely in the society of the various continental courts, and of making himself personally acquainted with the royal families. Of a naturally sociable and buoyant disposition, he was everywhere a welcome guest, and the personal friendships thus made came to his aid when as King he had more seriously to concern himself with the Foreign Affairs of the nation—always complicated, but never more so than under existing circumstances. There are few or none of the continental sovereigns whom he has not visited at their courts, and with some he is personally on the most familiar terms; but although King Edward is probably the most travelled of European monarchs, many of the others closely approach him in their ubiquity, and recently the President of the French Republic has found it quite consistent with his duties to the State to indulge in what has now become the Royal etiquette of morning calls.

There is little doubt that in addition to removing much of the ordinary melancholy of a sovereign prince's life, and so preventing that unnatural brooding that was continually seeking out points of disagreement, which led to quarrels and eventually wars, the new system has had its uses in lessening the points of disagreement, generally resulting from ignorance of each

other's ways, between the various continental people. The frequent visits of King Edward VII. both as Prince of Wales, and recently as King to Paris, has done much in accustoming the French People to English ways and English customs, many of which formerly looked upon as insular, and in old French eyes vulgar and objectionable, have of recent years become thoroughly acclimatised, and the ready way in which the language lends itself to the assimilation of these has certainly contributed much to the better feeling existing. It is not many years since the Frenchman who drank tea would be despised as an effeminate imitator of an alien habit; now, as everyone knows, "five-o-cloquer" is a recognised word in the language, and the practice is incumbent on every devotee of fashion, and largely dominates the social life of the entire country. So of many other things which have been discovered to usefully fill acknowledged gaps in French social intercourse. What has happened in France is happening in many other countries, even in Spain, which longest retained its exclusive state etiquette; under a new king who dared to marry an English princess, who has already endeared herself to her new subjects, and elsewhere we find the same process of assimilation slowly, but steadily proceeding.

It was under these conditions that King Edward VII. has recently been making his round of morning calls. According to the new theory of the Foreign Offices it is now customary for monarchs to pay visits of ceremony on their accession. Though the late King Oscar of Sweden had often been a guest in England, this was the first time an English king had visited Sweden, and as King Gustavus had acceded to the throne occupied so long and so well by his father, it was plain that a visit was due; the King was a familiar visitor in the streets of Copenhagen, and was fairly familiar with Norway; it was but right and proper, especially in view of the ancient friendship between the peoples, that Sweden should be visited, and the Liberal Party, who have come to look upon themselves as the arbiters in these social functions smiled approval. It became another thing when the King proposed to go to St. Petersburg, and include the Tsar in his visiting list. Now the one point above all others wherein these social amenities of the various sovereigns is to be commended, is that the monarchs are able for the time to divest themselves of their representative character as heads of the various states, and meet as human beings on a footing of equality of station, one with another. It would not be right if the omniscient section of the Liberal party which holds the universe in the hollow of its hand should permit this to pass without its intervention. There are one or two reasons why it would be advisable that the two should have a quiet talk about things that concern both countries which any personal resentment on the part of the Tsar might go a long way towards spoiling, amongst others a satisfactory arrangement regarding Macedonia, already nearly concluded. Sir Edward Grey the other day proposed certain arrangements, which the other Powers, not over well disposed towards closing the troubles, affected to believe were not applicable; Russia, however, brought forward an alternative scheme embodying a great part of that proposed by the British Foreign Office, and France, in this respect (as she said) acting disinterestedly, announced her intention of agreeing to any feasible scheme that offered a chance of ending the disturbance, but saying that of all the proposals she liked that of Russia best. As in reality

the Russian scheme did not greatly differ from that of the British Minister, an opportunity was thus offered of bringing the two into harmony. Although the King's visit had been arranged independently, it was plain that the two could be made to work together, and that a few friendly words would go a long way in facilitating a settlement. It is to spoil this, on a subject in which Great Britain has no right to interfere, that the extreme wing of the Liberal party is now lifting up its voice. Two years ago the Congress of the United States, it may be remembered, made a similarly foolish attempt to interfere in Russia's internal affairs. Now it has been long ago ruled by the common sense of nations, that unless a country is prepared to back up by action its remarks, it has no business to interfere in the inner concerns of its neighbour. If any other rule prevailed government would, in fact, become impossible. It is because it has not the ability to comprehend this simple fact, but is perpetually facing both ways for Sunday, that the present Government is rapidly losing the confidence of the country.

EDUCATION IN JAPAN.

(Daily Press, 11th June.)

An interesting article upon the effects of the modern system of education in Japan, appears in the *Revue des Deux Mondes* from the pen of Mr. VAY DE VAYA. The subject is dealt with in a thoroughly philosophical but at the same time a thoroughly practical manner; and the remarks which are made incidentally upon the habits and character of the Japanese as shown by the children at the lower schools and the students at the Universities are of great interest as showing what the people, who will be the Japanese nation of the near future, are likely to become as formed by the system of education upon foreign lines which has now been generally adopted in the Country. The writer gives a careful history of the progress of the new education in Japan from the time when the Daimio-Schools were closed and a public school established at Tokyo under American professors who were invited to take charge of them. This was the beginning of public instruction in Japan upon modern lines, and it has developed into the establishment in the present day of 27,000 primary schools, 260 high schools and two Universities, namely these of Tokyo and Kyoto. With this movement in favour of male education that of the women had also necessarily to be reorganised and it is now obligatory that both boys and girls over the age of six be sent to one of the primary schools, which on the whole are much like the same establishments in other countries, but, bear most resemblance to those in the West of America and in Southern Europe.

It appears that the early teaching in the home of filial piety which Japanese, like Chinese, children receive forms a good basis to work upon in the primary schools. The Japanese in their homes make a great deal of quite young children, bestowing upon them an amount of care and attention, which would seem almost excessive, but which has the effect of developing in them not only devotion to their parents but also obediences to authority and loyalty to their sovereign. "Children brought up with such sentiments," says Mr. VAY DE VAYA, "are excellent subjects for the primary schools. The masters have no difficulty in maintaining discipline and the children make rapid progress as they all study with perseverance, if not from pure love of study, at least out of self respect, and in order not to dishonour

their parents." This, however, does not seem to be a rule without exception, as a tendency to wish to take the upper hand is sometimes shown—a curious example being given where a Japanese pupil said to the Master, "If you please, Sir, we don't want to read any more American history—we should like to read a book on the construction of balloons."—This does not look very much like the respect for authority which the paternal instruction in the home is said so greatly to foster; but it is stated that this kind of thing has of late been put down and the writer adds that it is beyond dispute that the Japanese student is more conscientious, and more persevering than his European comrades; he is more conscious of the utility of study; he is vain and self sufficient and does his best to succeed in anything which he undertakes. In this he resembles the American student. It might perhaps have been said that in this he very much resembles the grown up Japanese, and it gives a good idea of Japanese national character to find the traits with which we are familiar in adults so markedly displayed at an early age.

In regard to the higher education at the Universities the case does not appear to be quite so satisfactory. The adoption of European clothes does not seem to improve the Japanese. "As soon as they go to higher school, they adopt a 'soi disant' European costume of black cloth and leather shoes, and in quitting their primitive attire, seem to lose at once their cleanliness and their attractiveness." Perhaps the writer attaches a little too much importance to this esthetic shortcoming, but he is careful to say that he notes this fact among others of the same kind, as a proof of the difficulties of the amalgamating and adopting the ancient regime with the modern. He however points out that it is only a small indication of more serious defects, and states that in his opinion the change from the old to the new has been made somewhat too rapidly, and that there is a danger of losing much that was valuable in the old system—and this chiefly in the direction of moral development. "The parents were the first to complain. They saw with apprehension their children, as soon as they had escaped from their charge, throwing aside all paternal authority and they had too often to deplore the consequences of this. The traditional, refined manners, the discipline, the filial piety—the solid foundation of the family life and of the Monarchy—all this threatened to disappear under a system of instruction which found no place for the development of these faculties of the soul." This defect, however, appears to be thoroughly recognised by the Japanese authorities themselves, and it may be hoped that some remedy will in one form or another be found for it. To some extent it is the natural outcome of so great a change as that which has been worked in Japan; and if it is fairly faced, it ought not to be beyond the power of remedy. The Japanese have never been mere imitators, though it has often been assumed that they were so. Time however, has shown that in adopting systems which are new to them they have always been careful to seize what is essential and reject what is merely necessary. They did so in regard to Chinese civilization in former days, and there is every reason to hope they will succeed in doing the same with respect to Western civilization. That they have recognised that general education is one of the most important steps in this direction is in itself a fact which augurs well for them. It is not surprising that they should have to

encounter difficulties at the earlier stages of the great change which they have introduced, but we may confidently rely upon their sound sense to meet them and in the end to attain to a system which will embrace what is good in foreign learning, but still retaining much that is desirable in their old system.

Complaint is made that the introduction of foreign studies has had a tendency to induce a materialistic or sceptical tone. The natural genius of the Japanese has played its part in this. In a general way Japanese youth show a special aptitude for applied and practical science. This is easily understood, if for no other reason than that such science is definite and tangible, and there can be no doubt of the facts with which it deals, while the highest speculative philosophy must in its nature always remain vague and to a great extent matter of skilled opinion only. The Japanese students are perplexed with the variety of opinions of European philosophers and metaphysicians, and the result of their studying them has been a general discontent leading in some instances to despair and even suicide. The authorities, however, are well alive to this state of affairs, and are endeavouring to remedy it by the introduction of moral instruction and all that appertains thereto. It may thus be hoped that the evils which the change from their old system of necessity produced will be counteracted to a great extent, but it is clear that very much depends upon the nature of the moral teaching which is introduced. The whole system of education in Japan is based upon freedom of opinion as to religious matters, and it is not likely that an attempt will be made to enforce any one specific creed. Something, however, will have to be found that will take the place of the old principles of filial affection, which have become weakened, but it is probable that they will not be abandoned; that their general tendency will be adhered to with some necessary modification. This, at least appears to be foreshadowed in a Rescript upon education which was promulgated by the Emperor of Japan in 1890 in which he commands students "to be obedient towards their fathers and mothers, and affectionate towards their brothers and sisters; to live in harmony with their wives; to be faithful friends; to bear themselves with modesty and moderation; to extend kindness to all, to effect progress in science and to cultivate the arts." Such is the summary of duty which the Rescript gives of the old system of filial piety, and it must be admitted that the principles set forth form an admirable basis for the moral teaching, the need of which is felt in order to counteract the tendency to materialism, which a too rapid introduction of Western thought has temporarily produced.

CHINA'S FOREIGN TRADE IN 1907.

(Daily Press, June 12th.)

With one exception in the last decade, there has been no year in which the gross value of the foreign trade of China exceeded that in 1907, when the total was over 706 million taels—imports Tls. 429,071,662, and exports Tls. 277,050,990. The exception was 1905, when the gross amount attained to Tls. 713,176,470. In the intervening year, the figures were Tls. 682,767,231. The figures for the ten years show that while the aggregate has latterly fluctuated, pro rata with the gross imports, the exports have been steadily augmenting from year to year, with temporary checks in the Boxer year and in the first year of the late war between Japan and Russia. The net

value of the foreign trade last year was Tls. 680,782,066, as compared with Tls. 646,726,821 in 1906. The proportion of this docketed to Hongkong was Tls. 252,868,450, the largest amount recorded during the last seven years. Of this amount, imports to China are put at Tls. 155,642,016 (as against Tls. 144,936,957 in 1906) and exports Tls. 97,226,434 (as against Tls. 82,740,427 in 1906). Great Britain, exclusive of British India, &c., had a direct trade with China to the value of Tls. 89,670,345, the next biggest slices (not counting Japan or America) being France, Tls. 33,817,211, and Germany, Tls. 22,286,595. The difference between the contributions to China's foreign trade of France and Great Britain was this, that while the latter was mostly British goods to China (Tls. 77,562,700) the former was mostly Chinese goods to France, (value Tls. 30,658,585). Germany's trade was in the proportion of sixteen millions German goods against six millions China goods. The imports from British India were valued at Tls. 32,913,847 and the exports to British India at Tls. 3,179,695. As might have been expected, Japan was easily the biggest customer, selling China Tls. 57,461,410 worth and buying Tls. 39,347,476 worth. This total (nearly 97 millions) compares with 94 millions in 1906, and nearly 81 millions at the beginning of the lustrium. The direct trade with the United States amounted to Tls. 63,507,136, a further decline (from Tls. 70,107,637 in 1906, and Tls. 103,947,610 in 1905. For the trade of various ports of China, readers are referred to the highly interesting abstract of foreign trade just published by the statistical department of I.M.C. [Part I (a) for 1908, price \$2, Kelly and Walsh Ltd.]

The shipping entered and cleared during 1907 is shown as 217,932 vessels with a tonnage of 80,109,424. This is the highest in the last six years. British shipping shows a decline, the figures being

year	number	tons
1907	27,495	33,316,618
1906	28,192	33,451,560
1905	30,442	35,095,658
1904	31,298	32,933,873
1903	25,297	28,122,987
1902	24,758	26,950,202

These figures are interesting. So are the parallel figures of Japanese shipping, which we extract and tabulate as follows:

year	ships	tons
1907	29,296	15,593,213
1906	25,108	11,376,430
1905	25,851	6,238,918
1904	5,755	4,290,350
1903	7,554	7,965,358
1902	6,891	7,350,515

Barring Chinese owned craft these are the two biggest items in China's entrances, and clearances. Germany sent 5,864 ships, of 6,639,767 tons, and France 5,072 of 4,712,188 tons, both showing a persistent decline in the last three years.

We published only the other day the first part of the general report by Mr. J. L. CHALMERS, the Acting Statistical Secretary at Shanghai, and there is no need to repeat any of it. Further on, Mr. CHALMERS notes that the increase in the net value of imports was inconsistent with the undoubtedly depressed condition of trade in general, and with the decrease in import duties. He explains it by reference to exceptional imports paying no duty, such as flour, rice and railway materials. The anti-opium measures up to March 20th last had not borne fruit in diminished consumption, but Mr. CHALMERS points out that reliable conclusions on this head are not to be drawn from figures.

Looking at the origins of the imports, he saw little change from the position of 1906. The value assigned to Hongkong had increased by eleven million taels, "thereby merely adding so much to an unknown and disturbing factor." All the leading European countries showed slightly smaller values, and the United States showed a decrease of Tls. 7,532,733, which, in view of the almost complete suspension of their piece goods trade, was surprisingly small, and pointed to compensating prosperity in other directions. British Indian imports were maintained, and Japanese had a slight set back, which was traceable in part to Formosa tea. China exported far more tea than usual last year, after a highly favourable season, and silk exports were greater, and would have been more but for the financial difficulties in America. Reverting to the shipping figures given above, it appears that the decrease in British tonnage represents a fall from 44 per cent. of the whole to 41.59 per cent, while German tonnage fell from 9.86 to 8.29 per cent. The Japanese increase was from fifteen to 19.47 per cent of the total. Discussing the unprecedented fluctuation in exchange, Mr. CHALMERS notes the power of so unstable an exchange to injure legitimate trade, and attributes the collapse of silver to the financial stress in America, throwing silver on the market, and to the fear of impending agricultural disasters in India. At the same time he notes the significantly interesting facts that in 1906 the world production of gold reached the highest recorded annual total of £83,000,000 (in itself enough to cheapen silver considerably) while in the same year the production of silver was the lowest since 1896, only £43,600,000.

HONGKONG SANITARY BOARD.

A meeting of the Sanitary Board was held on June 9th at the Board Room. The Hon. Dr. J. M. Atkinson (president), presided, and there were also present Hon. Mr. W. Chatham, (Vice-President, Hon. Mr. H. W. Slade, Hon. Mr. Irving, Captain Lyons, Messrs. Shelton Hooper, Fung Wa Chun, Lau Chu-pak, and the following officials—Dr. Pearce, (Medical Officer of Health), Dr. Macfarlane, (Assistant Medical Officer of Health), and Mr. Messer, (Secretary.)

THE DRAFT ESTIMATES.

The draft estimates for the Sanitary Department for the year 1908 were submitted.

Mr. HOOPER said he did not propose to discuss the estimates that day as they had not been circulated, but he would like if the President would ask His Excellency how he arrived at the saving of between £9750 and £14240 which he said in his speech in the Legislative Council would be effected in the various changes contemplated in the Sanitary Department.

The PRESIDENT concurred and the discussion was accordingly postponed.

REMOVAL OF GARDEN REFUSE.

Correspondence was read with reference to the removal of garden refuse from the Peak.

The MEDICAL OFFICER OF HEALTH minuted: The custom in England is for the contractor to remove free only that garden refuse that can go in the ordinary dust-bin, but that anything extra in the way of garden refuse must be paid for. Evidently the Crown Solicitor, whose opinion had been asked, thinks that we cannot make the contractor remove large amounts of garden refuse.

The HON. PRINCIPAL CIVIL MEDICAL OFFICER also minuted: Most likely many of these complaints against the scavenging contractor are really the fault of the owners of houses who let their servants dump garden refuse on their own lots, or on the nearest convenient land. The people should know that they must make their own arrangements for the removal of garden refuse. It is hardly to be expected that the ratepayers should pay for those who wish to keep large gardens.

The PRESIDENT remarked that this was circulated for public information. It was scarcely reasonable to expect the contractor to remove garden refuse.

Hon. Mr. SLADE said that the owner of the garden ought to burn it.

The PRESIDENT mentioned that in one case 3) loads of garden refuse was removed.

Mr. FUNG WA-CHUN thought an arrangement should be made with the contractor to be paid extra for the removal of such refuse.

The PRESIDENT considered that 10 cents a load would be a fair charge.

The matter ended.

MORTALITY STATISTICS.

The mortality statistics for the week ending May 16th show that the death rate in the British and Foreign population was 27.7 per 1,000 as against 20.5 per 1,000 for the corresponding week of last year; in the Chinese community 37.3 per 1,000 as against 19.6, per 1,000. The figures for the week ending May 23 were:—British and Foreign population 35.6 per 1,000 as against 8.2 for the corresponding week of last year; in the Chinese community 40.0 per 1,000 as against 20.5 per 1,000.

THE LATE COLONEL MARTIN.

The Board unanimously passed the following resolution: It is with deep regret that the Board have heard of the sudden death of one of its members, Colonel Martin, Principal Medical Officer of the South China Command, whilst on holiday in Japan.

THE "POWAN" WRECKED.

SUNK OFF LANTAO ISLAND.

On June 9th a sensation was created in Hongkong when the report was passed from mouth to mouth that the steamer "Powan" was wrecked and that many of her passengers had lost their lives. As is usual the first tidings of such disasters are presented in their gravest aspect to eke out as it were the ask-o detail, and though later information showed that the news of the wrecking of the steamer was only too true, it did not however confirm the large number of deaths which the first intelligence associated with the disaster. On her way from Hongkong to Canton the steamer struck a submerged rock some two miles to the south west of the entrance to Capsimun Pass and as the soundings showed that she was rapidly filling with water the captain attempted to run her ashore at Lantao but she sunk not far from the rock in about eight fathoms of water. Other steamers and launches came to the assistance of the unfortunate crew and passengers and while only one body has been found as many as fifty passengers are reported missing. Probably several of these made their escape by swimming or floating ashore or were taken on board the rescuing steamers.

The "Powan" left the wharf at nine o'clock on Monday night. She had an ordinary cargo and her list of passengers numbered somewhere about 200 all Chinese. During the blinding rain-storm which occurred shortly afterwards the vessel struck a submerged rock. Instantly there was the greatest excitement on board. The Chinese passengers noticed that something untoward had happened and when they rushed on deck they were quick to realise that the vessel was doomed. Fortunately the panic which prevailed among the passengers did not lead to a stampede. A few there were who lost their heads and jumped over-board but they were saved with one exception. Land was visible at the time the ship struck the rock and Captain Black, after having learned from the soundings that the water was gaining rapidly, made the safety of the passengers his first consideration. His officers loyally supported him in this trying hour and the crew behaved with considerable gallantry and composure. The steamer's whistle was blown for assistance and a rocket was fired. Fortunately these appeals did not go unanswered and soon the Chinese owned launch "Kam Shun" appeared on the scene and assisted in the rescue of the passengers from the ill fated steamer which by this time had been gradually sinking. The heroism and unflagging zeal in this noble work of the master of the launch elicited the warmest commendations from those who benefitted and doubtless the action of the master and his subordinates will not be allowed to pass unnoticed.

Some time later the "San Cheong," "Kwong-tung," and "Kinsan" arrived and rendered assistance. Captain Branch of the last named steamer stood by and sent the news to Hong-kong. The police learned of the occurrence about one o'clock and despatched two launches to stand by.

How the accident happened it is of course difficult to say. As the steamer was making for Capimun Pass a heavy storm came on and in the haze that enveloped the locality, the vessel had met her fate before the danger was realised. There was a strong ebb tide running at the time, and this was probably a factor in the disaster which overtook the "Powan." There was no warning. The ominous grating noise, accompanied by the trembling of the vessel, was the first indication of what had happened, and no one needed to be told of the danger. Happily the officers behaved with a gallantry which is typical of the British seaman and it is pleasing to record that the Chinese crew emulated the noble example with a heroism and composure that are in the highest degree praiseworthy. Captain Black was the last to leave his ship and stood by her to the end.

The engine-room officers and men showed great presence of mind. Mr. E. E. Rodrigues, and Mr. E. Robson, the first and second engineers, remained at their posts as long as they were of service and the firemen never wavered. In fact every member of the crew behaved in a manner worthy of all the best traditions of the sailor's gallantry. When their services were no longer required below the fireman sought to compose their compatriots among the passengers and in this they succeeded with the result that the rescue work proceeded with a comparative calmness that facilitated the operations.

About twenty minutes after the impact the vessel sunk, and as she settled only her bridge was visible above the surface but subsequently she broke up and there was nothing visible of the fine old ship when the Harbour Master's launch "Stanley" visited the locality in the afternoon. Some little wreckage was found floating on the water and oil, apparently belonging to her cargo was found on the surface.

In the general tale of heroism there are a few instances which stand out conspicuous. Chief Officer Brown, who holds the Bellicios medal for his bravery and life saving during the disastrous typhoon of 1906, again distinguished himself. Immediately the ship foundered he jumped into the sea to the rescue of a Chinese woman, and, fully dressed as he was he swam to her and afterwards took her to a boat. The Chinese crew, after seeing the passengers supplied with buoys, etc., took to the water and floated on such wreckage as they could find. The chief engineer, while struggling in the water, was almost drowned through two natives holding on to him, but he succeeded in shaking himself and reached the shore in an exhausted condition. Though only one of the six lifeboats were lowered the life saving rafts did good work.

It is remarkable that the "Powan" which was regarded with something like affection by the Chinese and which seemed to have the "good joss" to which they attach so much importance, should go down so near home and in such an unexpected manner. She was not so fast as some of the other steamers on the river, but she was always a favourite. Built at Glasgow in 1873, she has therefore seen thirty-five years' service. She was one of the boats which are jointly owned by the Hongkong, Canton and Macao Steamboat Co. and Messrs. Butterfield and Swire. The Steamboat Company own five-eighths of the ships, and the loss we understand is well covered by insurance. Captain Innes, Marine Superintendent for Messrs. Butterfield and Swire, and Captain Clarke, secretary of the Hongkong, Canton and Macao Steamboat Company visited the scene of the wreck in the course of the day, but we learn there is little hope of saving her, her back being broken and all her superstructure carried away.

Estimates vary as to the loss of life. The first report put the death roll at 100, but that is evidently exaggerated. Doubtless quite a number have been drowned, but the most exact information obtainable was that about fifty persons were missing. It is tolerably certain that at least seven or eight persons have been drowned.

Much sympathy will be felt for Captain Black, who has only been in command of the "Powan" for little more than six months.

The officers were Mr. H. Black, captain; Mr. A. H. Brown, chief officer; Mr. C. P. Archer, purser; Mr. E. E. Rodrigues, chief engineer; Mr. E. Robson, second engineer; Mahomed Zan, Malay pilot; Mr. Gomeze, tally clerk.

SUPREME COURT.

Friday, 5th June.

IN SUMMARY JURISDICTION.

BEFORE HIS HON. MR. H. H. J. GOMPERTZ
(ACTING PUISNE JUDGE).

INTERESTING HORSE CASE.

Alexander Findlay Smith claimed from Philip Harding Klimanek \$225, damages suffered by the plaintiff through the loss of a horse belonging to the plaintiff and lent to the defendant to be ridden by him on the Race Course. Mr. R. F. C. Master, of Messrs. Johnson, Stokes, and Master, appeared for the plaintiff, and Mr. S. Dickson from the office of Mr. R. A. Harding, appeared for the defendant.

Mr. Master stated that Mr. Findlay Smith had bought the horse in question in November of last year, and in March of this year defendant approached him stating that he heard the horse was for sale, but Mr. Smith said it was not. However he spoke about its good qualities and the interview ended with Mr. Smith offering to allow the defendant to ride the horse. Counsel then stated the particulars of the accident.

Plaintiff went into the box and stated that the defendant approached him with a view to purchasing the horse but he told him it was not for sale. However as he "cracked up" the horse he told defendant he would let him try it and gave him a card to Mr. Gegg. On the night of the 26th April he had telephonic communication with defendant who informed him of the accident he had that day, as the result of which the horse had to be killed. Defendant said he would come round to settle, and at that interview plaintiff said the value of the horse would be \$225. Defendant said he could not afford that and offered \$100 which plaintiff refused.

The interview ended without any settlement being arrived at?—I stated my terms and refused him.

Subsequently you received a letter from defendant?—Yes.

You value the horse a \$225?—Yes.

Cross-examined—Had you any intention of selling the horse?—None.

You let Mr. Klimanek use this horse out of philanthropy?—Oh no! I let him have the horse because I had cracked it up and I wanted him to see it was true what I said.

You simply lent him this horse in order to show you were speaking the truth?—Yes, to try its paces.

Why did you wish him to try it?—I did not wish him to try it. I was plain with him. I told him Mr. Moir could not ride him and I could not ride him because of my knee.

You simply wanted Mr. Klimanek to test this horse?—No, not particularly. If he said I don't care to try it, it would have been all right.

Did Mr. Klimanek come to your office to purchase that horse?—It was not for sale!

He simply came out of curiosity, eh?—How can I explain any man's motive?

Would you allow anybody to use your horse if he asked you?—I met Mr. Klimanek riding and was in sympathy with him about horses. As the horse was doing nothing I thought there would be no harm in his having it for a run on the Race Course.

I suppose if a likely customer asked to test the horse you would let him?—It would depend on circumstances.

Mr. Klimanek tells me he heard from Mr. Moir that the horse was for sale. Is that likely?—Mr. Moir has gone away.

You are aware that Mr. Klimanek called at your office and was informed that the horse was for sale at perhaps \$300?—I am not aware.

Did you yourself fix the price at \$300?—No. I told Mr. Klimanek if I sold the horse his value would be \$350.

What do you want with a horse?—I shall ride when I am better. I have another horse.

Didn't Mr. Klimanek tell you he could not afford to pay a price like \$300?—I don't remember. He talked a lot and I went away and left him. Of course if he could not afford \$350 then there was no question of buying. We did not discuss the price of the horse.

You said he could not afford \$300?—He said a great many things.

You told him of the good qualities of the horse?—Yes, and he told me the good qualities of his.

Did you tell him that it was strong in the fore legs and very good for climbing down hill?—I remember saying it was good for going downhill.

Did you tell him it was a hard horse and would do for a young good horseman?—I did not recommend it. It was not for sale.

Didn't you urge him to ride the horse if he had any intention of buying it?—I said he could take him out.

Didn't you tell him to take it up and down hill and round the island?—I am sure I did not.

Have you ever let your horse to anybody else under similar circumstances?—You use the word let.

Well, did you tell anybody he could take the horse out to test it?—This is the first time I ever offered it to any one to take out, except, of course, Mr. Moir.

Why did you make an exception of Mr. Klimanek? You are not a particular friend of his?—I made no exception, I tried to be neighbourly. We were speaking of horses and I said, if he cared to try the horse, he could do so.

Then you did not say he had only to ride it on the Race Course?—Yes, the Race Course was distinctly mentioned by me, and it was agreed to take it to the Race Course.

You did not actually bid him to ride it on the Race Course but that was in your mind?—It was agreed between us.

Do you mean that Mr. Klimanek said I will only ride it on the Race Course?—He said I will ride it once round the Race Course.

You expected he would walk down from his residence in Kennedy Road to the Race Course and walk back again?—Yes. I don't know where he resides.

His Honour—Did you expect him to go to the Race Course and mount the horse there?—At the stables.

Mr. Dickson—Don't you think the most natural thing in the circumstances would be for Mr. Klimanek to have the horse brought to his residence and ride from there?—Am I obliged to give an opinion?

His Honour—Yes.

Question repeated?—I meant he should take the horse from the stables. Bringing the horse to his house was not contemplated.

I take it you had no objection to his riding the horse from Kennedy's Stables to the Race Course?—None.

When you said it should only be ridden on the Race Course you did not mean that?—I meant him to take it from the stables to the Race Course.

Would you have objected if he had taken it to Shauiwan?—Certainly.

He had to ride the horse from the stables to the Race Course?—Yes.

Do you think Kennedy Road a dangerous road?—Well you have to be more cautious there.

Do you consider it a dangerous road?—It depends on the rider.

It is safe for some riders and not for others?—Yes. I don't wish to offer opinions. I would rather state facts.

Mr. Moir used to ride on the road?—Yes.

You received this letter from Mr. Klimanek?—Yes.

What reply did you make to this offer?—I waited, I had stated my terms.

Don't you think you ought to have answered this letter?—I would not undertake to reply to the arguments he used there.

Don't you think as a matter of courtesy you ought to have replied to this letter?—I think courtesy ought to have been on both sides. I don't think he treated me fairly. He knew what my claim was, and I gave him time to pay.

Can you show me one thing in this letter which is discourteous to you?—The whole thing

is discourteous. He talked about opinions and beliefs. I told him I had no opinion and there the matter ended. Facts were the thing that were wanted.

Then the discourtesy lay in saying what his opinion was?—Yes, I treated him as a gentleman.

When did you first raise this ingenious plea that he disobeyed your orders? You did not mention it on the night of the accident?—I never discussed the matter.

The first intimation we had that Mr. Klimanek was charged with disobeying your orders was when we received the writ?—I don't know anything about the writ.

When Mr. Klimanek informed you of the accident you never said he had no business to be riding this horse on Kennedy Road?—Certainly not. I never argued with the young man about it.

I put it to you that you never charged him with disobeying your orders until you consulted your solicitors?—I did not think about the matter at all until I got the letter from him.

Whose idea was it to charge him with disobeying your orders?—I arranged he was to ride on the Race Course.

You never treated Mr. Klimanek as a prospective purchaser?—I have said so.

Re-examined.—It was perfectly clear at the first interview that Mr. Klimanek was to ride on the Race Course. The defendant agreed to that stipulation. There was no reference to his riding on Kennedy Road from his house.

Mr. G. L. Duncan, of Messrs. MacEwan and Frickel, said he sat in the same office as plaintiff, their desks being about ten feet apart. He remembered defendant coming to see Mr. Smith in March and though he took no notice of the conversation he heard portions of it. He knew it was about horses. As defendant was about to leave he heard him say he would ride the horse once round the Race Course and Mr. Smith replied,—"You can take it a dozen times if you like."

Cross-examined.—At the beginning of the conversation he heard defendant say he heard the horse was for sale. When Mr. Klimanek, called at the office after the accident the value of the horse was mentioned as probably being \$350.

Mr. Dickson said the defence was an absolute denial of the statement that Mr. Klimanek was told only to ride the horse on Kennedy Road and nowhere else. Mr. Klimanek's version of the story was that he went to Mr. Smith and told him that he heard the horse was for sale. Mr. Smith replied that the price was \$350 and the defendant replied that he could not afford that. Mr. Smith advised him to try the horse and see if it suited him, at the same time giving him a card to take to the stable. Mr. Smith told him he could ride up or down hill and gave him a card which was carte blanche. The horse was brought to his house and on the way to the Race Course the accident happened. The horse fell a distance of 42 feet and Mr. Klimanek was lucky to escape with his life.

Defendant said he was an assistant in the employ of the Holland China Trading Company. He bore out the statement of his counsel that he went to see Mr. Smith, telling him that he heard the horse was for sale and that he had taken a fancy for it. Mr. Smith told him the horse was absolutely sound, and when he expressed the fear that the water might become weak in his front legs through being ridden on the hard road Mr. Smith assured him that the horse was all right. He told Mr. Smith he could not afford to pay \$350 for the horse, but the latter said the horse would suit him and that being a good horseman he could teach it all sorts of tricks. Further he advised him to try the horse and he was sure he would like it and he consented to do so, especially as he thought Mr. Smith would eventually reduce his price as most people stated a high price at first. He did not intend to take the horse far lest it should become lame and he mentioned the Race Course not with the intention of suggesting that he would only ride it there. He received a card from Mr. Smith to Mr. Gegg, to whom he went and asked to be shown the horse. That evening he telephoned to Mr. Gegg to send the horse round to his house. He rode the horse

along Kennedy Road and all went well until at the corner near the washerman's houses, where the road is being widened. Thinking the passage rather narrow for two he went in front, the lady coming behind. A Chinaman emerged from behind the blocks with a creaking wheelbarrow. The horse got frightened and in trying to get away dropped its fore feet down a twelve feet precipice. He fell with it but fortunately escaped with his life. He got blankets and with assistance tried to raise it but it got excited and fell down another cliff into a contractor's yard and had to be shot. On returning to the town he called at the office to explain to Mr. Smith, but he was not there and subsequently he telephoned to him. He did not say he wished to talk about a settlement, he only wished to explain. Mr. Smith at that time told him not to trouble as there was plenty of time. Next day he saw Mr. Smith and explained matters. Mr. Smith suddenly said: well, I think the best way to settle it is for you to pay \$225, though it is worth more than that. Defendant replied that he did not consider himself liable but offered \$100. The matter ended there and when he saw his friends they did not think he was liable and he wrote a letter saying he could not increase his offer to which Mr. Smith did not reply and he thought he did not wish to proceed with the matter. Consequently he was surprised to receive a letter from Mr. Smith that he should send his draft through the Bank. He saw a solicitor who advised him to withdraw his offer of \$100, and he did so.

Cross-examined.—He had sold his other horse for \$100 and he thought he might get a better horse for \$150 or \$170. When he went to Mr. Smith about the horse, he had no idea what price he would pay because he could not tell the quality of the horse until he sat on it. Mr. Moir told him the horse would be about \$200 or \$250, but he thought he could get it cheaper.

Did you expect Mr. Smith to come down from \$350 to \$250?—I thought as it was a big expense Mr. Smith would be glad to get rid of it.

Mr. Gegg, of Kennedy's Stable stated he never heard the horse was for sale.

His Honour remarked that a horse was very often for sale when a good price was offered, but in this case he did not think anything turned upon that. He could not find that the horse was only to be ridden on the Race Course, and judgment would therefore be for the defendant.

Saturday, 6th June.

IN ORIGINAL JURISDICTION.

BEFORE MR. H. H. J. GOMPERTZ
(ACTING PUISNE JUDGE).

THE FLORIDA WATER CASE.

An application was submitted by Messrs. Lanman and Kemp, of New York, for an interim injunction against the Kwong Sang firm to restrain them from infringing the plaintiff's registered trade mark, and from selling or offering for sale any scented water in bottles bearing such a label. Mr. M. Slade, instructed by Mr. Deacon, of Messrs. Deacon, Looker and Deacon, appeared for the applicants, and Sir Henry Berkeley, K.C., instructed by Mr. G. K. Holmes, appeared for the respondents.

Mr. Slade, in presenting the case for applicants, stated that the defendants were quite a new firm, started in 1906, and he put in the label which they had used at first, obviously a copy of the plaintiff's label, with differences, of course. Subsequently they changed this label in favour of the "two girls" label. Later they moved the "two girls" from the corners to the centre and left the remainder of the label to a designer. The defendant who had given evidence regarding the label in the criminal proceedings, admitted that there was an advantage in having a label similar to the plaintiff's label. What advantage of a legitimate nature could be obtained by taking any points of similarity from the label of a rival trader was hard to understand, but it was clear that an advantage of a fraudulent nature could be obtained. Following up the history of the case the next step taken by the defendants was to apply for registration of the mark they were then using. That application was refused,

because of the too great similarity of the plaintiff's trade mark, and the defendants made a second application for registration of the "two girls" alone, on a blank paper without any surroundings. They did not attempt to use it in the form in which it was applied for, and continued to use it in the form of the registration which had been refused. The plaintiffs were not claiming the exclusive right to the words "Florida Water" nor to a label containing flowers, but they did claim the exclusive right to the label which they had registered and all the material parts of it. They also claimed they were entitled to an injunction to prevent the defendants from so doing. There had been a determined pushing by the defendants of their Florida Water ever since the conclusion of the criminal trial. Defendants had now said, although the plaintiffs had just heard of it, that they were about to change their label.

Sir Henry Berkeley opposed the motion on the ground that plaintiffs were in dispute with the defendants, and so far as that dispute had gone in a Court of law, the verdict had been in favour of the defendants, and in so far as the allegation of the plaintiffs, that the defendants have been using for the sale of their Florida Water a label which so closely resembled the trade mark of the plaintiffs as to be calculated to lead persons to believe that the Florida Water sold by the defendants was manufactured by the plaintiffs, so far as that allegation went, it had been made negative by the verdict of a jury. Defendants had a trade mark in respect to their Florida Water, and having a trade mark they were entitled to add to any label, on which that trade mark appeared, no matter even if it had been copied from the trade mark of the plaintiffs, so long as the label used by the defendants, taken as a whole, did not so closely resemble the trade mark of the plaintiffs as to be calculated to lead people into the error, which his friend, Mr. Slade, and said would lead them into. The defendant had not done anything that they were not entitled to do. They had no desire to pass off their goods as those of the plaintiffs, as they had no need to shield themselves under the plaintiffs' name. The fact was, plaintiffs were afraid of defendants' competition. Defendants maintained they were entitled to change their label at will, and to prevent the aspersion on their good name. They expected a label would be ready on Monday. After the trial defendants had resumed the selling of their Florida water which they had given an undertaking not to do so pending the trial.

His Lordship allowed the application for interim injunction.

Tuesday, 9th June.

IN APPELLATE JURISDICTION.

BEFORE THE FULL COURT.

THE MURDER TRIAL.

The motion for the arrest of judgment moved by Hon. Dr. Ho Kai in his defence of the three prisoners who were found guilty by a jury of having murdered three Chinese in December 1906 again came on for further argument before the Chief Justice (Sir Francis Piggott) and the Acting Puisne Judge (Mr. H. H. Gompertz). The Hon. Mr. Rees Davies (Attorney-General), instructed by Mr. Bowley, Crown Solicitor, conducted the case for the Crown, and Mr. M. Slade and the Hon. Dr. Ho Kai, instructed by Mr. G. K. Hail Brutton, appeared for the respondents.

The Attorney-General, in continuance of his argument, quoted numerous cases in support of his contention that the evidence of the police sergeant as to the finding of the watch in a box belonging to the first prisoner was quite admissible.

The Chief Justice wanted to know what view the Attorney-General would take if the interpreter had failed to caution the prisoner before the officer questioned him. Would he reject the evidence in such circumstances when it came before the Court?

The Attorney-General replied that he would because the law provided that certain formalities were required.

The Chief Justice asked if the Attorney-General could mention a considered judgment in which the point had been dealt with. He

did not think that the Crown should call certain evidence and withhold evidence as to how that was obtained.

The Attorney-General replied that it was the Court which had obtained the evidence as to how the facts were obtained. He went on to indicate that the evidence on which the police worked had not been obtained by inducement or threat, and was quite admissible.

After discussion with the Chief Justice, The Attorney-General in reply to the Chief Justice, said that his Lordship should have decided at the trial whether or not the evidence now disputed should have been admitted or not. He should have acted according to his own view.

The Chief Justice disagreed with this view and held that in order to preserve the rights of the Crown it was advisable to allow the evidence on the understanding that the question would be argued on the motion for arrest of judgment.

Some discussion took place over a judgment of Justice Hawkins quoted by the Attorney-General showing that the learned judge drew a distinction between statements made by a prisoner before he was under arrest and while he was under arrest.

The Chief Justice declared that the last sentence in the judgment was meaningless.

The Attorney-General—It is most important.

The Chief Justice—It has nothing to do with the case.

The Attorney-General—I shall show your Lordship that Mr. Justice Hawkins draws a great distinction.

The Chief Justice—The case is important for what it decides, but it does not decide anything in that last sentence.

The Attorney-General—It draws a distinction.

The Chief Justice—But it does not help us in reference to the others.

The Attorney-General referred to a decision of the Divisional Court which he said was absolutely binding. It was more binding than the individual opinion of Mr. Justice Cave.

The Chief Justice—If we choose to follow we can do so, but we are not bound by it.

The Attorney-General—I don't say so.

The Chief Justice—I protested against your statement that we are bound by this decision.

The Attorney-General—I don't wish to so express it.

The Chief Justice—We shall consider that judgment as we shall consider others.

The Attorney-General, continuing his argument, contended that the police sergeant acted legally and fairly and said he would read a text book by Sir Howard Vincent on the duties of the police.

Mr. Slade objected.

The Attorney-General maintained that he had a right to read from that book. It was most useful.

The Chief Justice.—It may be most useful to you.

Mr. Slade.—I don't know it. It is not a recognised work or authority.

The Chief Justice.—It would not be evidence in the Court below.

The Attorney-General—Certainly.

The Chief Justice—Supposing a letter was written to the *Times* you could not read it?

The Attorney-General mentioned where a letter to the *Times* was recognised. If Mr. Slade or he were to write a book on certain legal subject the Court would allow it to be read.

Mr. Slade—No.

The Chief Justice—There was a decision the other day where it was decided to have no text books read.

Mr. Slade—There are few text books which have authority.

The Attorney-General—We shut out Taylor on "Evidence."

Mr. Slade—Yes.

The Attorney-General—We have not done so.

The Chief Justice—I think, Mr. Attorney-General, you had better not read it.

The Attorney-General—I am sorry your Lordships refuse to hear it. I am speaking to show the difference between prisoners under arrest and—

The Chief Justice—You want to explain Mr. Justice Hawkins' decision.

The Attorney-General—Here is a text book, the "Police Code," and in it is an address by Lord Brampton.

The Chief Justice—We don't know under what circumstances it was written.

Mr. Slade—It is absolutely *ex parte*.

Finally, the Attorney-General was allowed to read the address to the police contained in the book and in conclusion he said that their Lordships would permit him to say that that case was practically without precedent in the colony. It was one of great importance to the community. The defence were seeking to set aside the unanimous verdict of the jury in a murder case after seven days of patient trial. In the event of that conviction being quashed it involved a precedent which was fraught with serious consequences in administration of justice and the frustration of crime in the colony.

The Chief Justice—We quite recognise that.

The Attorney-General added that his friend in the course of his speech indulged in a retrospect, but he was concerned with the prospective, and he feared that trial by jury might become frustrated. While it was their duty to preserve the rights of the prisoner, he submitted that it was equally their Lordships' duty to maintain unfettered the rights of the prosecution.

The Chief Justice said that those were opinions with which their Lordships entirely concurred and which had led him to take the objection to the evidence which had been raised.

Mr. Slade then replied and said there was absolutely no confirmation of the fact that the box belonged to the third prisoner, when he had said so in reply to the sergeant's question. He did not contend that a police constable had not the right to ask questions for the purpose of finding out who had committed an offence which had been reported to him, but it did not follow that he, in company with several other members of the police force, might without a warrant make their way into the house of a private person, wake him up at 5.30 a.m. and then and there ask him questions. That was not a fair way of getting at the truth. It must have been obvious to the smart sergeant who obtained the evidence, that he was clearly in the wrong in going into this man's house, because he took good care to take him into the road before he arrested him.

The Attorney-General—That has nothing to do with the Court. There is nothing to that effect in the evidence.

Mr. Slade—Yes there is.

The Attorney-General—He asked the two questions—What is your name and whose is this box.

The Chief Justice—He gave the wrong name.

Mr. Slade—Breaking into his bedroom and rousing him up at five in the morning is the way to get a wrong answer.

The Chief Justice—He demanded his name three times.

Mr. Slade—Yes, he gave three different names.

Mr. Slade contended that the man was in duress and not a free agent when questioned by the officer.

The Chief Justice at a later stage said that the policeman was the embodiment of the law. Mr. Justice Stephens in his "General Survey of Criminal Law," emphasised the position of the constable and the position in which he stood to the ordinary village. The question was as to the policeman being the embodiment of the law.

Mr. Slade agreed.

The Attorney-General—Then your Lordship is ignoring all the cases I have cited.

The Chief Justice—I am trying to understand the authorities you cite. At present I find myself in a hopeless state of chaos. There is not a principle of law to be ascertained applicable to this case.

After further discussion, the proceedings concluded with a statement by the Chief Justice that their Lordships would try to evolve a constitutional method of dealing with the case, should the decision of the Court be adverse to the Crown and should the Attorney-General wish to take the matter to the Privy Council.

A formal remand for a fortnight was then granted.

Wednesday, 10th June.

IN ORIGINAL JURISDICTION.

BEFORE THE CHIEF JUSTICE
(SIR FRANCIS PIGGOTT).

AN ADVERTISING AGENT'S CLAIM.

An interesting action was heard in which Daniel Maher, advertising agent, claimed from Lam Woo building contractor \$10,000 damages for failure to comply with the special performance of a contract dated October 11th, 1907, relating to a scheme of placing advertisements on a shoring surrounding a new building being erected for Messrs. Jardine Matheson and Company. Plaintiff conducted his case himself, instructed by Mr. G. K. Holmes, and Mr. M. Slade, instructed by Mr. Daniels, of Messrs. Johnson, Stokes and Master, appeared for the defendant.

The statement of claim was that plaintiff was to obtain orders for advertisements and that plaintiff was to receive half of the money received.

Plaintiff said he noticed from the local newspapers in September 1907, that Messrs. Jardine Matheson and Co. were about to erect new premises at the corner of Pedder Street and learning that defendant was the contractor he approached him with a view to securing the use of the hoarding for advertising purposes. Defendant agreed to sell the rights to plaintiff and an agreement was entered into between the parties whereby it was arranged that defendant should furnish the necessary material, that the advertisements should be painted on tin, that plaintiff should canvass for advertisements, and that the money received for advertising should be divided equally between both parties. Shortly afterwards he discovered that defendant had entered into an arrangement with another man to canvass for advertisements. When he met defendant in the street and asked him the reason for such conduct, defendant said he did not know plaintiff's address, and when he pointed out that the address appeared on the contract, defendant said he thought plaintiff was dead. Plaintiff told him he would hold defendant to the agreement and when the hoarding was erected in November plaintiff inserted a notice in a local newspaper warning advertisers. On the 28th November in consequence of a letter received from Lam Woo he saw the latter who asked him if he was tired of fighting. Plaintiff said he was willing to settle. He wanted half share of the business already done and the canvasser to refrain from doing further business. Defendant said that was impossible, and rather than agree to plaintiff's terms he would spend \$50,000 fighting him. It was then suggested that plaintiff should canvass until such time as defendant could get rid of the other man. Plaintiff subsequently met the other man who was named Pollock and he agreed to have nothing further to do with the advertisement scheme. He mentioned this to Lam Woo who said plaintiff ought to pay the \$100 but plaintiff said it ought to be defendant who should pay. The latter replied that Pollock had got too much out of him already. Plaintiff detailed further conversations with Lam Woo relative to a settlement, but they could not agree.

Cross-examined—He did not know that Lam Woo was the contractor for the Post Office or that advertisements appeared on the boarding there. When he approached Lam Woo a rough hoarding surrounded the place and he suggested that a better one be erected. It was his idea that the advertisements be painted on tin. He did not tell Lam Woo that he had a dozen advertisements in his pockets or that he could get them immediately. He canvassed for advertisements but only got one because they could not agree as to the price. He was engaged in other work and it was understood that as soon as that was finished he would begin canvassing for advertisements for this hoarding. It was understood that all moneys were to be paid to Lam Woo and the latter did not put up certain advertisement because by its terms plaintiff could collect the money.

Karl William Longuet, managing partner of Kruse and Company, said he had signed the contract produced. Mr. Pollock brought it to him saying he was authorised

by Lam Woo, to procure advertisements for the hoarding. He paid the money to Mr. Pollock who signed on behalf of Lam Woo. Plaintiff then came to him and said he was the man who was canvassing for such advertisements, but he told him he had settled with Pollock. The term of the contract expired in March but the advertisement was still up "free for nothing."

Plaintiff then called witnesses to show he had approached them for advertisements.

Mr. Slade said there was no case to answer.

His Lordship disagreed, pointing out that on the face of the agreement it was a breach to employ somebody else.

Mr. Slade said the reason was that plaintiff did nothing for a time. The defence was a denial of the terms of the contract stated. The plaintiff was to receive half of the money received for advertisements which he procured and he was to have no interest in any other advertisements.

Defendant said that after the contract had been signed the plaintiff did nothing, and he arranged with Pollock to obtain advertisements and he entered into contracts with the advertisers himself. He had always been ready and willing to accept any business plaintiff brought in. At an interview it was arranged that plaintiff was to pay Pollock \$100 to go out or that Pollock was to pay him \$200 to go out, but both were penniless and asked him to advance the money so that the agreement came to nought.

His Lordship said he did not think plaintiff had a "leg to stand on."

Mr. Maher then addressed the Court.

His Lordship said plaintiff had himself to blame. He had a good idea and persuaded, Lam Woo to accept it but let it slide. He could not conduct business that way.

Judgment for defendant.

IN SUMMARY JURISDICTION.

BEFORE MR. H. H. J. GOMPERTZ (ACTING PRESIDENT JUDGE).

AN EMIGRATION CASE.

The hearing of the case in which Cheung Kwok Wan sued Chan Heung Yeuk for \$700 money paid for services to be rendered which were not rendered. Mr. C. F. Dixon, of Messrs Hastings and Hastings appeared for the plaintiff, and Sir Henry Berkeley, K.C., instructed by Mr. G. K. Holmes, appeared for the defendant.

Plaintiff asserted that the \$700 was paid to defendant on behalf of certain men who were guaranteed by him a safe landing in the United States. If they were not allowed to land the money was to be refunded. The men proceeded to Shanghai whence the voyage to America was to commence, but at that port the defendant's agent who had accompanied them thus far disappeared and they were unable to proceed.

The defence was that plaintiff procured an introduction to the defendant who agreed that he should attach certain persons to the train of the Chinese Consul proceeding from Canton to San Francisco and in this way get them into the United States in contravention of the regulations. The sum of \$700 was paid to the defendant for obtaining assent to include those persons in the train of the Consul, and the sole obligation of the defendant was to obtain the assent of the Consul to embarking those men from Hongkong as part of his train. They went as far as Shanghai but he undertook no responsibility for their landing in the United States.

Judgment was given for the defendant.

A general meeting of shareholders of the Nippon Yusen Kaisha was to take place in the Tokyo Chamber of Commerce on May 27, when a dividend of 12 per cent was to be declared as usual. The Directors' report says that in view of the post-bellum inactivity of the mercantile marine and also of the depression in domestic and foreign economic circles, the Company has made every effort to increase revenue and to curtail expenditure. Four steamers are left idle. Japan's mercantile marine is thus likely to remain inactive for some time to come. Meanwhile attention will be paid mainly to the principal lines at the expense of smaller ones.

HONGKONG LEGISLATIVE COUNCIL

A meeting of the Hongkong Legislative Council was held on June 11th in the Council Chamber.

PRESENT:—

HIS EXCELLENCY THE GOVERNOR, SIR FREDERICK JOHN DEALTRY LUGARD, K.C.M.G., C.B., D.S.O.

His Excellency Major-General BROADWOOD, (General Officer Commanding).

Hon. Mr. F. H. MAY, M.G., (Colonial Secretary).

Hon. Mr. W. REES DAVIES (Attorney-General).

Hon. Mr. A. M. THOMSON (Colonial Treasurer).

Hon. Mr. W. CHATHAM, C.M.G. (Director of Public Works).

Hon. Mr. E. A. IRVING (Registrar-General).

Hon. Commander BASIL R. H. TAYLOR, R.N. (Harbour Master).

Hon. Dr. HO KAI, M.B., C.M., C.M.G.

Hon. Sir HENRY BERKELEY, K.C.

Hon. Mr. H. E. POLLOCK, K.C.

Hon. Mr. WEI YUK.

Hon. Mr. H. W. SLADE.

Hon. Mr. MURRAY STEWART.

Mr. C. CLEMENTI (Clerk of Councils).

MINUTES.

The minutes of the previous meeting were read, and confirmed.

FINANCE MINUTE.

The COLONIAL SECRETARY, by direction of H.E. the Governor laid on the table the report of the Finance Committee (No. 9) and moved its adoption.

The COLONIAL TREASURER seconded and the motion was agreed to.

THE AMERICAN FLEET.

HIS EXCELLENCY—Before we proceed with the business to-day I propose to read the telegraphic correspondence respecting the invitation to the United States Fleet to visit Hongkong. The telegram of 1st April to the Secretary of State was: "Propose, if His Majesty's Government concur, invite American Fleet to Hongkong. Jordan concurs." The Secretary of State replied on the 8th April, 1908. "Your telegram of 1st April. His Majesty's Government see no objection. Invitation will be communicated to U.S. Government." There was a further telegram from the Secretary of State on 25th April, 1908: "Your telegram of 1st April, U.S. Government accept invitation." I telegraphed again to the Secretary of State on 6th June: "American Consul informs me latest news from Washington American Ships of War do not contemplate visit to Hongkong. See your telegram of April 25th." The Secretary of State replied on the 10th June—that was yesterday—"U. S. Government regret that it will not be possible for fleet to visit Hongkong owing to necessity of returning home by a certain date."

THE APPROPRIATION BILL.

The COLONIAL SECRETARY moved that the Council go into committee on the Bill entitled an Ordinance to authorise the appropriation of a supplementary sum of \$166,735.85 to defray the charges of the year 1907.

The COLONIAL TREASURER seconded and the motion was agreed to.

CHEMISTS AND DRUGGISTS ORDINANCE

The ATTORNEY-GENERAL—With regard to the committee stage of the Bill entitled an Ordinance to provide for the registration of chemists and druggists which was adjourned at the last meeting of Council in order that I might have an opportunity of conferring with a number of persons in reference to a certain amendment, I may add that that the Principal Medical Officer of Health and myself have arrived at an agreement but the clause needs to be redrafted. I would, therefore, suggest that the committee stage be deferred until next week.

Agreed to.

PUBLIC HEALTH AND BUILDINGS ORDINANCE

The Council went into committee on the Bill entitled an Ordinance to amend the Public Health and Buildings Ordinance 1903 and the Public Health and Buildings Amendment Ordinance 1903.

HIS EXCELLENCY—We adjourned consideration of clause 44 at our last meeting of Council in order that the unofficial members might have a little more time to consider the provisions of the new clause. The amendment in its present form had only just been received from the printers shortly before the Council met, but I understand it had been shown by the hon. and learned member on my left to the unofficial members and I had hoped that they would have had time to grasp its principles. They are in brief that the Government should accept responsibility for all compensation due to the owner of the house which is demolished, together with the cost of demolition, while the owners of the two adjoining houses should be liable for the cost of making lateral windows and any alterations which might be necessary to the two inner walls if they required to be strengthened. They will be solely responsible for the improvements to their own property and not for the three houses. I am told that the proportion of cost falling upon the Government and upon the owners respectively works out at about \$5000 to the Government, as against \$1200 to each of the owners of the adjoining houses. The Government therefore bear two thirds of the cost of the entire improvement instead of the one half as was proposed by the senior unofficial member in speaking to his resolution last June. The Government proportion would be still higher if the two inner walls did not require to be strengthened. I am taking an extreme case. In considering this scheme I would ask you to do so from three different standpoints. The first is: Will the scheme depreciate property and make the title uncertain and deter investors and mortgagors? Assuming the capital spent on the improvement to be \$1200, if the interest on that sum were added to the rental of the property it would no doubt be viewed as an extra incumbrance, the equivalent of an additional ground rent. To meet this objection it has been proposed that the owner should have the option of paying the entire sum at once, or carrying out the work at his own expense. To the latter I have no objection whatever; in fact the Government would welcome such action. The owner then by paying this sum down obtains an improvement of more than double the value of what he expends and his houses are legally able to accommodate 42 instead of 38 persons, and of this increased rental he alone derives the advantage. It was argued by the hon. member who represents the Chamber of Commerce that it was strange if there was this advantage that it had not been long adopted by owners of property but the Colonial Secretary pointed out in reply that the advantage I described could not be obtained until the clause in the bill which allows for the reduction of the cubic area per person in relation to space and external air had been passed. That clause in fact was amended as part of the present scheme. I also pointed out that unless the three houses were under the same ownership it would be very difficult for the owner of any single house to take action in this direction and without the intervention of Government. It is at the option of the owner to pay the comparatively small sum at once, obtaining in return increased living space and the improvement of his property, thereby freeing his title from any encumbrances. I think therefore the clause should recommend itself to the owners of property. The second point of view is: Is this measure calculated to improve the sanitary condition of the city? The answer to this question was abundantly supplied in the speech by the hon. and learned member on my left (Mr. Pollock) this time last year and also in the speech of the senior unofficial member in speaking on his resolution in the following debate and in the verdict of the Cubicle Committee. All agreed that it was the best scheme yet put forward from a sanitary point of view, as apart from the financial and structural side of the question. The policy of very costly resumption adopted in the past has not been a successful policy. It involved the taxpayers in this colony in enormous sums of money. As a matter of fact the property resumed has for the most part remained on the hands of the Government. Moreover the resumption scheme is of necessity a very large scheme and one which involves an immediate large capital outlay whereas the scheme we are discussing is one which

can be done gradually, block by block as may be found necessary in any particular locality. It was urged by the hon. member who represents the Chamber of Commerce that the roof of the third house might become the receptacle for rubbish thrown from the windows of the adjoining houses. I think it should not be beyond the resources of the police and of the Police Courts to deal with this matter by the infliction of fines or other punishment, nor, I am told, has it occurred in these blocks in the Colony which have already been built on this principle. It has been said that the roof would be certain to leak. That question is for the engineers and I am not aware they have raised it as an objection. Personally I think a roof with a very low pitch which would not obstruct the light and air from the lateral windows would best meet the difficulty. The third point I ask you to look at this clause from, is: Will this scheme involve the Government in a heavy expenditure beyond the resources of the Colony? I have already pointed out it is much less costly than the present alternative of resumption and it can be applied piecemeal. I invite your attention to the fact that the clause reserves to the Government in Council the right to put the scheme into operation or not. It cannot be forced upon the Government either by an owner anxious to secure the improvement of his property on the one hand or on the other by the Sanitary Board anxious to improve the general sanitation of the Colony to an extent which the revenue cannot bear. I think therefore that the scheme has much to recommend it from every point of view and I trust that members of Council will adopt it unanimously in principle, though in detail suggestions could be made, more especially with regard to the recovery of the cost which falls upon the owner.

Hon. Mr. STEWART—Speaking as the mover of the rejection of this clause I desire to make certain admissions. I admit that I did not fully appreciate the extent of the concession made by the alteration introduced into it. For that I submit the Unofficial Members are not to blame. It was not until the meeting had actually opened that the new draft of the clause was passed along to where I sit and a lack of comprehension in understanding of its contents was entirely excusable under the circumstances. The terminology is not of so simple an order that he who runs may read. It is true that the concession made in no way affects either the structural difficulties on which I dwell, or the objection which I put forward on sanitary grounds. As regards the structural difficulties I am willing to withdraw my objections in view of the frank acceptance of the Government's responsibility in the matter of providing against the attendant risks—a matter in which the Colonial Secretary has practically staked the reputation of the Director of Public Works. And as regards the prospect of the wells formed by the demolished upper stories being treated as convenient receptacles for shot rubbish by the occupants of the flanking houses it has been represented to me that this aspect of the question will naturally engage the attention of the Sanitary Department for which, under its new executive head, the Government will be equally responsible. But the concession made does affect that aspect of the question upon which I laid most stress. It does minimise the objection which I raised to the introduction of a new and undesirable element of uncertainty into the conditions of the ownership of property. I say it minimises the objection. The element of uncertainty remains, but it is obvious that a contingent liability to contribute towards the cost of improvements is less of an objection than a similar liability to contribute towards the cost of improvements and compensation as well. The degree of objection originally raised on the score of the prospective financial effect upon property, to the scheme as previously outlined, was held to warrant the deletion of the clause, not only in my opinion, but in the opinion of many who are recognised as the accredited unofficial authorities on questions relating to property in this Colony. I understand that the opinion of these recognised authorities on property has undergone considerable modification as a result of the concessions made in the matter of compensation and that in their opinion the re-

maining objection is not serious enough to warrant continued opposition to the proposal. In these circumstances, I do not feel justified in pressing my individual objection to the clause on this ground. I object in principle to the imposition of vague and indefinite contingent liabilities upon any property of any kind unless it can be shown to be an absolute necessity of the public welfare. I am not persuaded that this necessity has been made out. But I am not prepared to ride my own idea to the death. This view of the matter is now, I understand, shared by my unofficial colleagues. But though we are agreed about this we are also agreed in viewing with a certain amount of uneasiness the nature and extent of the power which the clause as it stands puts into the hands of the medical officer of health. However well assured we may feel that the present occupants of the offices upon which the responsibility rests are worthy of our unquestioned confidence, we cannot commit the community to indefinite trust in the future and I for one think, and I hope others will support me in saying, that the public would prefer to have the practical working of the clause made subject to public discussion. Publicity can be obtained for discussion upon it by reverting to the original wording of the clause as it stood in the draft of the bill dated 5th May and which placed the initiative with the Medical Officer of Health. It was for him to represent to the Sanitary Board and for the Sanitary Board, if they approved of his proposals, to pass on a recommendation in writing to the Governor-in-Council. There seems to be no good reason why the Government should seek to throw a veil of secrecy over the reasons advanced by the Medical Officer of Health for the demolition of insanitary property. I am very ready to recognise the necessity that exists for many kinds of State business being conducted with the secrecy that can alone ensure despatch, but business of this sort does not seem to create any necessity for either secrecy or despatch. Of course if the Governor-in-Council had to confess his inability to carry out the recommendation of the Sanitary Board owing to the state of the local exchequer he might conceivably prefer the Executive Council with its closed doors as a confessional box, but I think the community have a right to be consulted in such a case. In such a case the Governor-in-Council would be able to throw the responsibility back upon the community. He would merely have to state his reasons and to put the problem thus for the consideration of the taxpayers of the Colony: "If you think the work of demolition sufficiently urgent to justify me in imposing fresh taxation I am willing to impose fresh taxes. It is a matter for the colony to decide." This would be a public benefit inasmuch as it would saddle public criticism with the weight of the proposed increase in the burden of taxation and would be a useful means of testing the sincerity of any outcry made for drastic measures. Publicity in such matters should be encouraged. Discussion in such matters should be encouraged. And both publicity and discussion should be welcomed by the Government in all matters in which their actions are unhampered by inconvenient orders from Home. If the Government are prepared to accept the suggested amendment in the spirit in which the suggestion is made, it will be an earnest that the unofficial members have not been unduly confiding in agreeing to withdraw the motion for the deletion of the clause. Before withdrawing it we should like to have a statement on this point. I desire to make an advance which will honourably cover a retreat, but before moving off the ground I wish to be assured of the amicable intentions of the Government. (Applause.)

HIS EXCELLENCY—In reply to the speech which the member for the Chamber of Commerce has just made I would say that I had proposed to alter the words "Medical Officer of Health" to the "head of the Sanitary Department." I most strongly say that the object of inserting the words "Medical Officer of Health" instead of "Sanitary Board" was not from any desire for secrecy; the desire was to avoid the possibility of friction. When representations have been made in the past by the Sanitary Board to the Governor in Council the meetings of the Executive Council are not

public and consequently the full reasons for accepting recommendations by the Sanitary Board have not been made public. The Governor-in-Council had no desire for secrecy and as the sums which will be required for resumption would appear in the estimates for the year and would have to be voted by the Council the matter would be discussed as publicly as the Council wished. If the unofficial members think this is not sufficient I should be quite willing to accept the amendment by the member for the Chamber of Commerce. But I would wish you to consider the point and mature your views as to whether sufficient publicity is not already ensured by the fact that any money required for the resumption of property must appear on the estimates for the year and be voted upon by this Council. That at any rate will dispense with the charge that the Government had any desire for secrecy.

The Hon. Mr. STEWART—May I say I did not suggest that was the intention of the new clause, to ensure secrecy, but that it had the effect of concealing what was going on from the public, and I saw no reason for that.

HIS EXCELLENCY—As you point out it would not be rushed through. The formal recommendation would come to the Government from the Head of the Sanitary Department and the matter would be discussed at some length.

The Hon. Mr. STEWART—I see an advantage in giving the representatives of the public who sit on the Sanitary Board whose special province it is to deal with these matters an opportunity of expressing their views and letting the public know what is proposed to be done.

HIS EXCELLENCY—I fully see the force of your argument, but it was desired to eliminate from this Bill all possibility of friction. That was the real motive in putting in the words "the Medical Officer of Health" to make the formal recommendation to the Governor-in-Council in the first instance. If it is the unanimous wish of members that the Sanitary Board should be inserted in place of the Medical Officer of Health the Government is willing to do so.

The Hon. Mr. STEWART—Pardon me. Not instead of, but in addition to the Medical Officer of Health. We desire the initiative to come from the Medical Officer of Health. We also desire that it should be clear that the last word in the matter should be with the Governor-in-Council.

Hon. Mr. SLADE: It is quite clear.

HIS EXCELLENCY read the proposed alteration "Whenever the Board on the representation of the Medical Officer of Health is satisfied" etc., "the Governor-in-Council may direct the demolition."

The amendment was agreed to.

The Hon. Mr. STEWART—It leaves out the provision for the statement in writing to the Governor-in-Council.

HIS EXCELLENCY—Yes. The statement in writing to the Governor-in-Council who may direct the demolition.

The Hon. DR. HO KAI suggested that the words "and secure" be added after the word "health."

The Hon. MR. POLLOCK—There is an amendment I want to move on the first section. It is stated that the compensation shall be paid by the Government to the owner in the event of the building being subject to a charge or mortgage to the persons having such charge or mortgage. I would like the rights of mortgagees and others should be protected.

The ATTORNEY-GENERAL—The compensation shall be paid to "such persons", leaving it to the owner and those persons to arrange.

The Hon. Mr. POLLOCK: We wish to put it to whom the money should be paid.

Hon Sir HENRY BERKELEY: It would be rather difficult for the Government to ascertain the various owners and mortgagees.

The ATTORNEY-GENERAL pointed out that the word "owner" had a definition in the Ordinance which had a very general character indeed and added that the suggestion of Mr. Pollock might be met by leaving out the word "owner" altogether. The arbitrators would see that the compensation went to the persons legally entitled.

The Hon. Mr. POLLOCK said it was desirable that some proviso should be inserted.

Hon. Sir HENRY BERKELEY said that it was a serious obligation to impose upon the Government to ascertain to whom the money was to be paid. It was safer to allow the Bill to stand as it was.

Hon. Mr. STEWART—The owner will have to establish his claim before he is compensated.

HIS EXCELLENCY—Yes.

Hon. DIRECTOR OF PUBLIC WORKS—Such matters usually pass through the Crown Solicitor who satisfies himself as to the right of the parties.

Hon. Mr. STEWART—Another argument in favour of publicity.

HIS EXCELLENCY—The Government will satisfy itself through the Crown Solicitor that the money goes to the proper parties.

The ATTORNEY GENERAL—Does the proposed amendment meet your view?

Hon. Mr. POLLOCK—No. I think there ought to be some reference to the mortgagee or to any charge upon the property.

HIS EXCELLENCY—I don't think we can accept that responsibility. Do you wish to press it to a division?

Hon. Mr. POLLOCK—No. On further consideration I think it would be better if the section read "compensation to be paid in respect of such buildings."

The ATTORNEY GENERAL—The arbitrators cannot inquire into the rights of mortgagees.

The amendment was subsequently agreed to.

The DIRECTOR OF PUBLIC WORKS suggested that it would be wise to provide some elasticity so as to allow of some other remedy than pulling down every third house.

The ATTORNEY GENERAL expressed a doubt as to such a proviso being introduced into that section which was only intended to deal with consequential works.

The COLONIAL TREASURER moved certain amendments dealing with the financial part which were accepted, and clause 44 as amended was passed.

HIS EXCELLENCY—It is proposed to repeal subsections 1 and 2 of section 69 and substitute the following:

(2). The Building Authority shall within 28 days of the submission of such plans and drawings notify the person submitting the same, or his architect or other representative, of every matter in respect of which such plans and drawings are not in accordance with the requirements of this Ordinance and of all byelaws and regulations made thereunder, and if the Building Authority does not within such period of 28 days so notify any such matter, the building or works shown in such plans and drawing may be commenced in the same manner as if the approval of the Building Authority had been received: provided that in the event of such plans and drawings having been withdrawn during such period of 28 days by the person submitting the same or his architect or other representative from the office of the Building Authority the said period of 28 days shall be calculated from the date of the final submission of such plans and drawings.

(3). If the Building Authority shall within such period of 28 days notify the person submitting the plans and drawings or his architect or other representative of any matter in respect of which such plans and drawings are not in accordance with the requirements of this Ordinance or of any byelaw or regulation made thereunder, and if such plans and drawings shall be amended by the person submitting the same or his architect or other representative, the Building Authority shall approve or disapprove of such amendment within a period of fourteen days from the time the amended plans and drawings are deposited with him, and if he shall not signify his approval or disapproval within such period of 14 days the building or works may be commenced in the same manner as if the approval of the Building Authority had been received.

HIS EXCELLENCY—It is also proposed to insert a new sub-section, sub-section 4. It merely confirms the existing practice. It is:—

(4) All plans and drawings submitted to the Building Authority and not disapproved by him under s.s. 2 or 3 shall be deposited in his office and filed there.

The other sub-sections were renumbered.

On clause 84, which deals with the question of appeal to the Governor-in-Council,

The ATTORNEY GENERAL said he understood several amendments would be moved to that clause. The object of the clause was to make appeals to the Governor-in-Council easy, and he proposed to insert certain words extending the section and making it general. It would be desirable to add some words in order to ensure that those appeals should not go to the Governor in Council in cases where the matter would go before a court, as for instance the question of nuisances which the Ordinance provided should be dealt with summarily.

The ATTORNEY GENERAL read the alterations he suggested and those were agreed to.

The Hon. Sir HENRY BERKELEY said that the effect of the section in giving the right of appeal to the Governor in Council was to constitute the Executive Council into a divisional tribunal. Parties who came before that tribunal ought to have every facility for putting their cases fully before it. It was necessary that the appellant should know the respondents' case and have an opportunity of answering it before it came before the Governor in Council. It was also necessary that the appellant should have time to prepare his case to meet the case put forward by the respondent, and he suggested that the clause should include a proviso affording the appellant the time that is necessary and the information that is requisite to enable him to put his case before the Council in such a shape as will enable the Council to come to a proper decision. He would move that at the end of the clause the words be added "The Clerk of Council shall give the appellant seven days' notice of the hearing of the appeal and shall at the same time furnish the appellant with copies of all minutes and documents submitted on behalf of the respondent for the consideration of the Governor-in-Council."

The ATTORNEY GENERAL said that minute would not involve the minutes that passed between the Governor and the Colonial Secretary.

The Hon. Sir HENRY BERKELEY replied that any documents that would be likely to influence the Governor in Council in his decision ought to be submitted.

The ATTORNEY GENERAL said that minutes were privileged. He would suggest "that all information and documents submitted" should take the place of the proposed phraseology.

Hon. Sir HENRY BERKELEY agreed to take out the word "minutes."

The COLONIAL SECRETARY said the Director of Public Works furnished reports in such cases. It was those reports that they wanted.

HIS EXCELLENCY said he was afraid the papers would become too voluminous.

The COLONIAL SECRETARY suggested evidence and documents.

This was agreed to.

The ATTORNEY GENERAL said there were certain amendments which he desired to insert to the clause and there were other amendments submitted which he was not prepared to accept. Where a magistrate is asked to state a case it is stated by the judicial authority himself and it was possible that an instance might arise as to the actual point for consideration to the Full Court. The Governor-in-Council might press a certain aspect of the case which engage the attention of the Court and the Building Authority might take a different view. In view of any dispute arising out of any question on which the Court was asked for direction the Court should have an opportunity of stating a case.

Hon. Sir HENRY BERKELEY said it was the intention of the Bill that when the opinion of the Court had been delivered the Governor-in-Council would act in accordance. That should be stated clearly and he would ask the Attorney-General to accept an addition to the clause giving effect to that.

Hon. Mr. POLLOCK remarked that it seemed a curious procedure to have the opinion of the Court remitted to the Governor-in-Council.

The COLONIAL SECRETARY explained that this procedure was taken from the London Building act. The tribunal in London consisted of three experts, who might on their

own initiative when doubt arose as to a point of law take the cases to the High Court or they might be compelled by the appellant to state a case for the High Court. The High Court then remits the case to the tribunal.

The ATTORNEY GENERAL said the object was to get a decision on the subject. The words read—"The Court shall remit the matter to the Governor-in-Council with the opinion of the Court." It was perfectly obvious the Governor would act on the direction of the Court. He thought the amendment was wholly unnecessary.

The Hon. Mr. POLLOCK moved an amendment that the words "shall remit the matter to the Governor-in-Council with the opinion of the Court on the case stated" be followed by "and shall have power to enforce such determination by mandamus, injunction prohibition or other order." The object of this amendment was said to give to the Full Court power not only to cite an academic opinion upon a question of law submitted to it but, if necessary, to enforce that order in a proper way. It was obvious that it was no use asking the Governor-in-Council to direct a case to be stated for the opinion of the Full Court unless the Court had conferred upon it the necessary power to enforce its decrees. Notwithstanding the explanation of the hon. Colonial Secretary he thought it was absurd that a case stated should be referred back to the Governor-in-Council. The procedure to be followed presupposed that the Governor-in-Council has taken a certain view upon certain provisions which the appellant disputes and he asks that the matter shall come before the Full Court, from that moment the matter should vanish out of the Jurisdiction of the Governor-in-Council entirely. The Full Court stated an opinion upon the case stated and he could not see the smallest reason for the matter being remitted to the Governor-in-Council.

The COLONIAL TREASURER asked how a mandamus would be enforced upon the Governor.

Hon. Mr. POLLOCK replied that the mandamus would not be enforced upon the parties to the proceedings.

Hon. Sir HENRY BERKELEY said that in view of the unwillingness or inability of the Government to accept his amendment he thought it was advisable to insert words to secure the protection of the interests of the appellant and he considered that the Government should accept Mr. POLLOCK's amendment. Unless some clause of that kind were put in giving the remedy suggested by Mr. POLLOCK, the clause would become a dead letter. It was a principle of the course of justice that the High Court would not issue a *brutum fulmen*, would not express an opinion, would not issue a decree which it could not enforce, and therefore if the Bill passed in that particular shape the Court would refuse to exercise the jurisdiction conferred upon it because it could not ensure obedience to any judgment it might deliver. He thought it would be an easy way out of the difficulty were Mr. Pollock's amendment to be adopted.

The ATTORNEY GENERAL said he should like members to consider the effect of the amendment proposed. In reply to Sir Henry Berkeley he would say that their reason for not accepting such an amendment was that they considered it unnecessary. He did not wish to cast any reflection on the suggestion but if the amendment were carried it would make the appeal to the Governor-in-Council a farce. Personally he should always advise the Governor in Council to follow the ruling of the Full Court. He did not agree with the observations as to the attitude which the Court would adopt, cases were stated for the opinion of the Court and the Court could not refuse to exercise its discretion. The Ordinance expressly provided that upon a case being stated the Court shall give certain advice to the Governor-in-Council and shall remit the matter to the Governor-in-Council. That was according to statute, and he was quite sure no court would refuse to act upon it. What the result might be did not concern the Court, but the Governor-in-Council. It was suggested by the mover of the amendment that the Building Authority being a Government official it would be necessary to enforce the order of the Court by mandamus, but he submitted that was absolutely

unnecessary, Sir Henry Berkeley had referred to the clause as being a dead letter but when the Legislature had imposed duties upon the Governor-in-Council of an exceptional nature—he might say without precedent—constituting it a court of appeal clothing him with legal jurisdiction, it was unnecessary to say that the Governor-in-Council would ignore the opinion of the Court which it had asked or that an official of the Government would not act upon it. If parties having appeared desired a mandamus or prohibition against any of the parties concerned they had the remedy which the law gave them. The object of the clause was to ensure that the Governor-in-Council should have the highest possible advice on any point of law and speaking for himself, he considered the amendment absolutely unnecessary.

Hon. Sir HENRY BERKELEY said that if the Attorney-General was of the opinion—which he would not dispute—that parties would continue to have after the passing of that Ordinance the right to bring any action for mandamus, or injunction, the amendment might be allowed to drop, and he would move an amendment at a later stage safeguarding the rights of parties to bring actions for mandamus or injunction under the ordinary course.

The ATTORNEY-GENERAL replied that he had no objection to that.

Hon. Sir HENRY BERKELEY added “nothing herein contained shall exempt any person from bringing an action or any other proceeding for mandamus or prohibition.”

The ATTORNEY-GENERAL said that must not be taken as interfering with sections 87 and 89. It must not be taken as limiting the right of appeal.

Hon. Sir HENRY BERKELEY said he did not wish to do that. The Legislature should leave nothing in doubt and that was why he moved this further amendment. He wished it to be clear that that Bill did not take away the rights of the individual to go to the Court for a mandamus prohibition or injunction and that the only thing that shall be taken from him is the right to bring an action to recover damages against the officers protected by the Bill.

Hon. Mr. POLLOCK in reply to the Attorney General, said that the persons whose discretion was referred to in the Bill included more than the Building Authority. It referred to the Sanitary Board and any other person who had power given to him under that Ordinance. He did not consider that his argument had been met as to the absurdity of referring the matter back to the Governor-in-Council from the Supreme Court, and he was afraid he must ask for a division upon his amendment.

Hon. Sir HENRY BERKELEY suggested that the Attorney-General should consider that when the Bill became law there would be erected in the Colony a new tribunal acting outside common law in pursuance of statutory powers conferred upon it. With all respect to the Executive Council, he was bound to say that that court would be a court of inferior jurisdiction. The Supreme Court was the High Court exercising jurisdiction over all inferior courts, and that being so, he thought it would be well to allow the statutory court to decide the matters brought before it.

The ATTORNEY-GENERAL said that the proposal was to authorise the Governor-in-Council to obtain the decision of the Supreme Court, and it was presumed by the amendment that the Governor-in-Council having asked for it might not act upon it and that the Court had no right to issue a mandamus to enforce obedience. All he could say was that he would regard the appeal to the Governor-in-Council futile if such a course were to follow.

Hon. Mr. POLLOCK said that was a reason for accepting his proposal.

Hon. Sir HENRY BERKELEY said that when it came to determining the rights of inhabitants the only proper tribunal which we have and if it was said that they would provide a safeguard that the Governor-in-Council would give their decision in accordance with law he thought they should go further and require the Governor-in-Council when an opinion has been stated to act upon it.

The ATTORNEY GENERAL asked if the speaker could give a precedent for that.

Hon. Sir HENRY BERKELEY replied that there was no precedent for the decision of a point of law by the Executive Council.

The COLONIAL SECRETARY said he thought they were getting away from the first principles. One of the first principles was to render the procedure in dealing with plans and everything connected with buildings as easy and speedy as possible. That was one reason why the Government was not able to accept the principle of referring those matters to the Supreme Court. No doubt legal men thought that the only proper tribunal was the Supreme Court. He had heard it stated that there was no love for the suggested procedure. The existing procedure for appeal to the Governor-in-Council, which has given considerable satisfaction has been modified, and in order to amplify its provisions have been inserted giving the appellant power to ask the Governor-in-Council to seek the advice of the Supreme Court on the points of law raised. It seemed to him that the procedure in the clause was simpler, cheaper, more expeditious, and more efficacious than the procedure suggested by the amendment.

Hon. Mr. STEWART said it seemed to him that the objection to embody the principle of the amendment in the Bill was a sentimental one.

Hon. Sir HENRY BERKELEY said that the action of the Executive Council as a tribunal was liable to the review of the Supreme Court.

His EXCELLENCY said that the Governor-in-Council might be compelled to state a case for the Supreme Court where the law was in dispute. The Governor-in-Council was not constituted as a legal tribunal, and legal points would be referred to the Supreme Court. Clearly the meaning of the section was that in such a case the judgment of the Supreme Court would be operative.

The division was then taken. There voted: For the amendment—Hon. Mr. Slade, Hon. Sir Henry Berkeley, Hon. Mr. Stewart, Hon. Pollock, Hon. Mr. Wei Yunk, and Hon. Dr. Ho Kai.

Against the amendment—His Excellency, the Harbour Master, the Registrar General, the Director of Public Works, the Colonial Treasurer, the Attorney General and the Colonial Secretary.

The amendment was declared lost. Clause 86 was then passed, as also clauses 87 and 88.

On Clause 89, The ATTORNEY GENERAL said he had certain amendments to suggest the effect of which was to take away the right to claim compensation for damages for loss sustained through the action or inaction of the Building Authority, on the principle of giving the Building authority a like protection to that afforded to the person protected under section 269 in all cases where he acts bona fide in the exercise of the duties of his office. It would be important to bear in mind that there was no provision made for compensation to be paid by the Government to any individual who suffered loss by the act of the Building Authority. It might be wrong: it might be right. There was the fact. The amendment which he wished to make later was to preserve certain rights to enable persons to enforce their rights in other directions than that of recovering damages against the Building Authority. This was based on the Public Health Act of 1875, the Imperial Act, which laid down the principle that no action could be brought against an officer who acted in the exercise of his duty, and it was proposed to put the Building Authority here in the same position as a municipal employee at home.

His EXCELLENCY said that in consequence of the other section they had now a further protection. Where anyone was in dispute with the Building Authority he could appeal to the Governor-in-Council. Surely that was sufficient protection.

Clause 88 was then past. Clause 89 was deleted as it had been introduced into the Pharmacy Bill.

Hon. Sir HENRY BERKELEY proposed a new clause, number 90, which he understood the Attorney General would accept. Its subject was to do for the subject what clause 271 of Principal Ordinance did for the Crown: it preserved rights. The Attorney General had expressed the opinion with which he did not disagree, that the effect of section 269 was to prevent action being brought against any officer for acts done bona fide, but if mala-

fides could be established they still proceed against him. He had heard that if the Building Authority acted bona fide they still bring an action against him personally, though not in his official capacity.

The ATTORNEY-GENERAL said he did not think so.

Hon. Sir HENRY BERKELEY said he was not going to give an opinion on that, nor was it necessary to do so for present purposes. All he wished to do was to see that all the rights now possessed by the public were retained and that they should be entitled to appeal to the ordinary courts of law. His proviso was that “nothing herein contained shall exempt any person from proceeding by way of mandamus, injunction or of prohibition.” If the principle was accepted he was prepared to accept any alteration in it.

The ATTORNEY-GENERAL said he might accept it if the words “subject to the provisions of section 269” were inserted at its commencement.

Hon. Sir HENRY BERKELEY said the difficulty of accepting those words was due to the phraseology of section 269 which would prevent any action being brought. To get an injunction it was necessary to bring an action.

The Hon. Mr. POLLOCK said he considered the amendment very necessary. Suppose an important building was delayed for some months serious pecuniary loss would be involved, yet an action could not be brought against the Building Authority because he had acted bona fide. Therefore it became all the more necessary for bringing him before the court.

The ATTORNEY-GENERAL—You have your remedy now.

Hon. Sir HENRY BERKELEY said there should be no objection to reaffirming it in the Bill.

The COLONIAL SECRETARY said he could not see the object of the amendment. It nullified section 269.

Hon. Sir HENRY BERKELEY—No.

The ATTORNEY-GENERAL said he did not see the necessity of the amendment.

His EXCELLENCY—We don't wish to operate against clause 269.

Hon. Sir HENRY BERKELEY said the peculiar phraseology of 269 would prevent an action for injunction. He did not consider the proposed clause would affect 269. It was complementary not antagonistic. He suggested “Nothing herein contained shall exempt any person from any proceeding by way of mandamus injunction or prohibition and this section shall not be constructed as affecting the provisions of section 269 of this Ordinance.”

His EXCELLENCY—I think we had better reserve this section. The Council will adjourn till Thursday next.

COMMERCIAL.

IMPORTS.—

RICE.

HONGKONG, 12th June, 1908.—Prices are advancing daily large demands having come forward. Quotations are:—

Saigon, Ordinary	\$5.20	to	\$5.30
“ Round, Good quality ...	5.35	to	5.40
“ Long	5.80	to	6.00
Siam, Field mill cleaned, No. 2 ...	4.85	to	4.95
“ Garden, “ No. 1 ...	5.35	to	5.40
“ White,	5.50	to	5.55
“ Fine Cargo	6.50	to	6.80

AMOI, 30th May—Since 25th April, the import has amounted to 71,204 piculs, bringing the total for the present year up to 226,053 piculs. Quotations are (duty free):—

Shanghai, white	\$4.45	per picul
Wuhu	4.20	“
Chinkiang	no cargo	
Penang	\$4.90	to 5.20 per picul
Saigon, white	\$4.85	to 4.90 “
Siam, white	5.00	to 5.40 “
Rangoon, white	4.95	to 5.30 “

YOKOHAMA, May 30th—The import of rice into Yokohama from 1st January to May 28th was as follows:—Rangoon, 588,102 piculs; Tonkin 94,853; Saigon 180,782; all other, 24,050—a total of 1,696,857 piculs. The market now is dull and the latest report is “no improvement.”

SUGAR.

YOKOHAMA, May 30th.—There is no business doing whatever in sugar. The imports this year since 1st of January have been as follows:—

Brown, Manila	piculs.	32,221
" China		29,970
" Java		481,304
" All other		22,946
White, Java		75,722
" Refined German		23,255
" " Hongkong		7,649
" " All other		4,742

OPIUM.

HONGKONG, June 11th.

Quotations are:—		
Malwa New	\$975	per picul.
Malwa Old	\$1005	do.
Malwa Older	\$1030	do.
Malwa Very Old	\$1070	do.
Persian Fine Quality	\$800	do.
Persian Extra Fine	\$880	do.
Patna New	\$1152½	per chest.
Patna Old		do.
Benares New	\$1065	do.
Benares Old	\$—	do.

HONGKONG, June 11th.—Since the 25th ultimo the movements in the various Opium markets have been as follows:—

	Malwa.	Patna.	Benares.	Pers'n
Stocks on the 28th May, 1908	776	2,005	1,134	1,187
May 28th Imports per <i>Arcadia</i>	265½			180
June 1st " "	445	285		
" 8th " "	250	120		
" 10th " "	174½	150	50	103
	1,216	2,850	1,589	1,450
Less Exports to Shanghai ..	15	220	165	—
Exports to East and West Coast Ports including Local Consumption for the fortnight ..	143	485	133	159

Estimated Stocks this day .. 1,058 2,145 1,291 1,291

Bengal.—Consumption has been unsatisfactory and prices further declined, but towards the close the market became steadier and a fairly large business has been done. Patna at \$1,152½ and Benares at \$1,062½.

Malwa.—Small sales have been effected during the interval and prices are easier in sympathy with decline in Bengal opium.

Quotations are:—

2 years old	\$980
3/4 "	1,030/1,040
Oldest	1,050/1,070

Persian.—The market is steady at \$880/890.

Amoy, 30th May.—The import between 25th April and 29th inst. has been 195 piculs Benares New, bottom; 23 piculs Persian; 2 Malwa; 5 Szechuen and 4 Yunnan. Since 1st of January, the import has been:—

Patna Old	80 piculs.
" New (no cargo)	
Benares, Old	
" New, bottom	1,110 "
" Ordinary (no cargo)	
Persian, Medium	117 "
Malwa	9 "
Szechuen	263 "
Yunnan	170 "
Kiangsu	3 "

Foochow, June 5th.—The stock on May 28th consisted of 114 chests and 36 have since been imported; giving a total of 150 chests. Sales during the week have amounted to 50, leaving 100 in stock (Malwa, 27; Patna 7; Benares 6; and Persian 60). Quotations are:—

Malwa, New	\$1,000 to \$1,010
" Old	1,040 " 1,050
Patna, New	1,190 " 1,200
Benares "	1,180 " 1,190
Persian	855 " 900

FLOUR.

Amoy, May 30th.—The import of Californian flour for the month has been 21,908 piculs, bringing the year's total up to 123,901 piculs, of which 3,393 have been re-exported.

Foochow, June 5th.—The import of flour for the year ended May 31st amounted to 475,174 bags. Since the 1st instant, 9,169 bags have arrived.

KEROSENE.

Amoy, May 30th.—There have been no recent arrivals, but since 1st January the import has been 633,283 gallons American and 430,700 galls. Borneo and Sumatra.

Foochow.—The import of Kerosene for the year ended 31st May, amounted to 3,451,843 gallons, showing an increase of nearly half a million gallons on the import of the preceding year.

COAL.

HONGKONG, June 12th.—The arrivals since the 25th amounted to 38,800 tons of Japanese; 5,000 tons Cardiff; 6,634 Newcastle; 2,850 Hongay. 4,900 tons were consigned to Canton. The coal expected is 73,600 tons of Japan coal. Quotations according to Messrs. Hughes and Hough's circular are as follows:—

Cardiff	\$— to \$—	ex-ship, nominal
Australian	\$12.00	ex-ship, sellers.
Yubari Lump	\$12.00	ex-ship, nominal.
Miki Lump	\$10.50 to \$11.00	ex-ship, nominal.
Moji Lump	\$6.50 to \$9.00	ex-ship, steady.
Moji Unscreamed	\$6.00 to \$8.00	ex-ship, steady.
Akaike Lump	\$9.00 to \$9.25	ex-ship sellers.
Labuan Lump	\$9.25	ex-ship

YARN.

HONGKONG.—Mr. P. Eduljee, in his Report dated 12th June, states:—Heavy arrivals have taken place during the interval, but the market was well able to withstand the addition to our stock, as the quantity on hand had run down to a very small compass and comprised principally unsaleable goods. A fair proportion of the arrivals is in fulfilment of old contracts. In view, however of the prevailing depression in the country, dealers continue to act with extreme caution, and are only buying for immediate wants, as without an outlet for their purchases they do not care to increase their holdings or interest. New business from first hands, consequently, has been very small and confined to actual requirements. Prices generally are easier, but at the same time, while holders are meeting any demand which exists, there is no actual pressure to sell meanwhile. With larger receipts and smaller off-takes our stocks show a substantial increase on last estimate, but are still within reasonable limit. Deliveries continue satisfactory, and Bombay is reported steady, but with little or no business doing either for Europe or Chinese. Sales of the interval aggregate 2,412 bales, arrivals amount to 12,920 bales, unsold stock estimated at 24,000, and sold but uncleared bales in second hands at about 17,000 bales. Local Manufacture:—A sale of 100 bales No. 10s at \$58½ is reported. Japanese Yarn:—Nothing doing. Raw Cotton:—The heavy purchases of the previous two weeks seem to have satisfied the internal demand, and the business of the interval includes the sale of two parcels of superfine Bengals aggregating 94 bales at \$22 and \$22½. In China kinds 100 bales Thoongchow have changed hands at \$23. Stock: Indian 2,000, and China 425 bales. Quotations are Indian \$20 to \$22½ and Chinese \$22 to \$24. Exchange on India has fluctuated slightly and continued steady throughout the interval closing to-day at Rs. 136½ for T/T and Rs. 136½ for Post. On Shanghai 74½ and on Japan 88½. The undernoted business in imported and local spinings is reported from Shanghai during the fortnight ended 30th ultimo, viz: Indian:—In steady enquiry at unaltered rates; total sales amounting to close upon 5,000 bales with an estimated unsold and uncleared stock of about 50,000 bales. Japanese:—Have continued in fair demand at steady to firm prices, sales amounting to about 2,000 bales on the basis of Tls. 86½ to 94½ for No. 16s and Tls. 95 to 100 for No. 20s. Local:—Contracts have been entered into by some of the local mills to the extent of about 3,000 bales on the basis of Tls. 77½ to 79 for No. 10s, Tls. 83½ to 86 for No. 14s and Tls. 89 to 93 for No. 16s.

Amoy, May 30th.—3,641 piculs of Bombay yarn were imported during the month bringing the year's total up to 14,633 piculs.

Foochow, June 5th.—The import of yarn during the week has been 696 piculs of Indian and 30 of Japanese.

HONGKONG PRICES CURRENT.

HONGKONG, 12th June, 1908

COTTON PIECE GOODS—

Grey Shirtings—6	lbs. piece	\$1.85 to \$2.05
7 lbs.		2.25 to 2.55
8.4 lbs.		3.25 to 4.15
10 lbs.		4.40 to 5.85
White Shirtings—54/56 reed ..		3.60 to 4.15
58/60 " "		5.00 to 6.50
64/66 " "		6.50 to 8.00
Fine		9.25
Book-folds ..		8.50 to 6.00
Victoria Lawns—12 yards ..		0.64 to 2.00
T-Cloths—6 lbs. (32 in.) Ord'y ..		2.10 to 2.25
7 lbs. " " ..		2.80 to 3.75
6 lbs. " " " " " " " " " " " "		2.25 to 2.80
7 lbs. " " " " " " " " " " " "		2.35 to 4.00
8 to 8.4 oz. (36 in.) " "		2.90 to 4.00
Drills, English—40 yds, 13½ } to 14 lbs. }		4.50 to 5.50

FANCY COTTONS—

Turkey Red Shirtings—1½ to } 6 lbs. piece }		\$1.95 to \$4.30
Brocades—Dyed	yard	\$0.12 to \$0.15
Chinese—Assorted		0.10 to 0.25
Velvets—Black, 22 in.,		0.26 to 0.55
Velveteens—18 in.,		0.22 to 0.27
Handkerchiefs—Imitation Silk doz.		0.50 to 1.10

WOOLLENS—

Spanish Stripes—Sundry chops	yard	\$0.70 to \$2.00
German,		
Habit, Medium & Broad Cloths, ..		1.50 to 3.20
Long Ells—Scarlet, 7-9 lbs. piece		7.75 to 9.00
Assorted		7.90 to 9.15
Camlets—Assorted		9.50 to 31.00
Lastings—30 yds. 31 inches }		13.00 to 20.00
Assorted		
Orleans—Plain		10.00 to 11.00
Blankets—8 to 12	lbs.	0.60 to 0.85

RAW COTTON—

Bombay	picul	\$19.00 to \$20.50
Bengal (New), Rangoon, and Dacca		20.50 to 23.50
Shanghai and Japanese ..		25.00 to 26.00
Tungchow and Ningpo ..		25.00 to 26.00

METALS—

Iron—Nail Rod	picul	\$4.20
Square, Flat, Round Bar (Eng.) ..		4.15
Swedish Bar		4.25
Small Round Rod		4.60
Hoop, ½ to 1½ in.,		5.60
Wire, 16/25 oz.,		9.60
Old Wire Rope		3.00
Lead—L. B. & Co. and Hole Chop ..		—
Australian		8.70
Yellow Metal—Muntz 14/28 oz.		41.00
Vivian's, 16/32 oz., ..		41.00
Elliott's, 16/28 oz.		41.00
Tin,		85.00
Tin-Plates,	box	7.70
Steel	cwt. case	—

MISCELLANEOUS—

Quicksilver,	picul	155.50
Window Glass,	box	4.25
Kerosene Oil	case	—
Saltpeter, No. 1	picul	\$11.00 to 11.65
Do. No. 2		10.75 to 10.90
Do. No. 3		9.50 to 9.80

WHEATEN FLOUR—

Dayton, per bag of 50 lbs.	gross	\$2.18
Crown		3.00
Crescent		2.05
Orient		2.00
Sperry's XXX		3.00
Pioneer		2.42
Anchor		2.15
Charu		2.17
Junk		2.17
Dog		2.17
Cash		2.17
Franklin		2.00
Crescent		2.05
Orient		2.00
Dayton		2.12
Kilin		2.14
White Lily		2.16
Blue Ribbon		2.17
White Rose		2.17
Choice		2.17
Serene Sky		2.14
Gluten		2.14
Fairy Peach		2.12
The Boss		2.11
Mowtan Peony		2.12
Thrush		2.13
Three Sheep		2.14
High Tuft		2.13

JAPAN IMPORT MARKET

YOKOHAMA, MAY 30TH.

COTTON YARNS.—Business is still very dull, and clearances are unsatisfactory.

COTTON PIECE GOODS.—No new business to report in these. There is an appreciable advance in first cost for all grades.

WOOLLEN AND WOOLLEN MIXTURES.—Conditions, if anything, are worse than they were a fortnight ago. Two large Woollen Cloth dealers are reported to be in difficulties, which implies that goods may be offered on the market at sacrificial prices.

TEXTILES GENERALLY.—The situation remains much the same as last reported, with no new business to speak of. Clearances of accumulated stock continue to be very slow.

RAW COTTON.—Market dull.

METALS.—There is a little business doing, and with reports that the home market is firm, conditions seem to be somewhat improving. The large stocks held in Osaka still have a somewhat disquieting effect on this market.

KEROSENE OIL.—Arrivals and deliveries for the second half of May show Standard Oil Co.: Arrivals, 59,000 cases, deliveries 28,900; Rising Sun Petroleum Co.: Arrivals, 8,400 units; deliveries 22,000 units.

FLOUR.—Foreign importation has entirely ceased.

WHEAT.—The market remains in the same stagnant condition. Present stocks are about 15,000 tons held at Yokohama and Tokyo.

EXPORTS:—

TEA.

Amoy, 30th May.—The export since the 5th instant, has amounted to 620,277 lbs. Tamsui Oolong to the Pacific coast, all from Keelung. The arrivals of New Season's Tea amount to only 10 half-chests as compared with 1,759 half-chests last season.

Foochow, June 5th.—The following settlements have taken place during the week:—

Congous.—32,600 Half-chests, viz:—

2,850 Boxes	Pakling.
5,648 Half-chests	Paklung.
20,927 "	Panyong.
595 "	Suey Kut.
1,422 "	Yung How.
1,632 "	Saryune.
916 "	Seu Moo.
510 "	Dust and Broken Leaf

Souchongs.—5,960 Half-chests.

Flowery Pekoes.—14 chests.

Total arrivals, settlements and stock to date compared with seasons 1906-1907 & 1907-1908:—

	1-Chests	1-Chests	1-Chests	Chests
	Congou.	Souchong.	Colon.	Pekoe
Arrivals	* 98,500	38,000	325	7,500
Settlements ..	† 80,810	14,610	—	6,077
Stocks	12,690	23,390	325	1,423

* Or 86,300 half-chests and 21,600 boxes.

† " 74,210 " " 19,800 "

The total Export of Tea from Foochow to America, according to Invoices certified at the U. S. Consulate, from commencement of Season to date has been 166,653 lbs. of Congou and Souchong, as compared with 67,181 last season same date.

The Tea Export Summary from commencement of Season to date has been:—

	Total lbs.
Austria	34,557
France	9,948
Germany	116,552
Holland	983
London	238,062
Russia	46,856
Other Countries	45,410
South America	—
Australia & N. Z.	125,777
U. S. & Canada	189,348
South Africa	—
Coastwise Southward	—
Coastwise Northward	—
Total Shipments	807,002

The total shipments show an excess of 265,265 as compared with the corresponding date last season. The shipments to Europe amounted to 491,877 lbs.

Foochow.—The total export for the season 1907-1908, as per Customs returns, was:—

	1907-1908	1906-1907
	pounds.	pounds.
Europe	13,068,908	9,434,141
South America	167,808	229,717
Australia & New Zealand	2,054,784	656,184
United States & Canada	1,827,603	3,658,957
South Africa	228,569	222,486
Coast, Southward	47,279	12,911
" Northward	1,112,962	5,836,471
	19,507,918	20,050,867

The total in 1905-1906 was 24,377,309 lbs. and in 1904-1905, 26,088,257 lbs. The returns, it will be seen, show a steady decline.

HANKOW, May 27th.—Business reported since the 20th inst., is as under:—

	1908.	1907.
	1-Chests.	1-Chests.
Settlements ...	194,052	158,377

Consisting of the following Teas:—

	1-Chests.	per picul
Ningchows	10,807	at Tls. 21.50 at 100.00
Khemuns	25,964	" 23.00 " 63.00
Wenchow	152	" 21.00 " —
Oopacks	37,660	" 17.80 " 26.75
Oonams	52,178	" 16.50 " 28.00
Oofaas	59,220	" 21.00 " 36.00
Seang-tams	8,071	" 17.00 " 18.50

The following are Statistics at date compared with the corresponding circular of last season, viz, 29th May, 1907:—

	1908.	1907.
	1-Chests.	1-Chests.
HANKOW TEA		
Settlements ...	169,551	184,971
Stock ...	53,455	65,233
Arrivals ...	223,006	250,204

	1908.	1907.
	1-Chests.	1-Chests.
KIUKIANG TEA.		
Settlements ...	81,667	60,802
Stock ...	46,100	62,929
Arrivals ...	27,767	123,791

The export to 25th May, as per Customs Returns, stands thus:—

	1908/9	1907/8	1906/7
	lbs.	lbs.	lbs.
Via Shanghai,			
To Great Britain	720,456	543,327	738,918
" United States & Canada	53,571	66,179	90,727
" Continent	368,727	187,641	42,625
" Russia via North	277,681	60,380	nil
" Shanghai	3,553	47,415	62,572
	Gr. Britain.	Continent	

Direct, 1908

s.s. "Sithonia"

YOKOHAMA, May 30th.—Since the last report the market has risen sharply, and for the last week prices of all grades have ruled on a basis of Yen 3 to 4 above those at the same period last year. The rise is caused by the heavy buying of native firers in Shidzuoka, and the demand for home consumption, which does not as a rule make itself felt until much later in the season. The make of the leaf at present offering is very poor, and the quality of the draw is not well sustained. Total settlements at Yokohama from May 1st to May 29th amount to 37,000 piculs, against 44,800 piculs at the corresponding date last year. Quotations:—Good Medium Y33 to 40, Fine Y40 to 46, Finest Y46 to 52, Choice Y52 to 57, Choicest, None offering.

Shipments since the beginning of the season commencing May 1st have been:—

	lbs.
New York and East	999,770
Chicago and West	826,982
San Francisco and Pacific Coast	271,934
Canada	51,035
Europe, &c.	4,187
Total	2,160,908

CAMPBOR.

HONGKONG, June 12th.—The price of Formosan camphor has advanced during the week, the quotation now being \$92 to \$95 per picul. The tone of the market remains unchanged.

SILK

YOKOHAMA:—From the Yokohama Foreign Board of Trade Report, dated, May 30th:—Raw Silk—Since the 12th inst. a somewhat better business has been done at steadily declining prices. Americans having shown more activity than for some time past. Desirable parcels of all descriptions are by now becoming scarce, and Re-reels as well as Kakedas are almost exhausted for the season. Weather conditions continue favourable, and a large new crop is expected. Total settlements from 1st July, 1907, to 24th May, 1908 (including 44,990 bales shipments by Japanese firms) have been 95,240 piculs.

Waste Silk.—Quotations show no change. Transactions at present are limited to small parcels. Settlements from May 12th to May 24th, 1,400 piculs. Total Settlements from July 1st to May 24th, 33,500 piculs. Stock on May 25th is estimated at 10,700 piculs.

The Export of Silk from July 1st to May 30th has been:—To Europe 31,955 bales; to America 64,879 bales—total 97,839 piculs. 35,794 piculs of Waste Silk and Cocoons have also been exported.

Habutai.—During the latter part of the month a general decline took place, and quotations for Kaga at the present moment are purely nominal, as owing to the sericultural season production has decreased, and there are not many goods on the market. There has been a small demand from America, but there is little new business for Europe. Echizen.—In the early days of the month a firmer tone was evident, but prices began to decline before the month had far advanced. No reliance can be placed on actual prices; and, moreover, quotations for the various widths and weights are entirely out of the usual proportions. The American market has again become completely stagnant, and European operators have been interested only in the heavier grades. Kawamata.—As is usual at this time of the year, more attention has been paid to the new raw material and the output of Habutai has greatly decreased. Prices have declined all round, and there has been no demand of any consequence.

SUGAR.

Amoy, 30th May.—The export between April 25th and May 29th amounted to 202 piculs Amoy White, No. 1; 2,648 piculs Brown Cha-soa and Tue-tung; and 3,749 piculs Candy, bringing the export for the year up to 563 piculs, Amoy White No. 1; 26,912 piculs Brown Cha-soa and Tue-tung; and 9,901 piculs Candy. Quotations are:—Amoy White No. 1 \$7.60 per picul
Brown Cha-soa..... } 4.80 "
" Tue Tung..... }
Candy \$10.60 to \$11.00 "

HEMP.

MANILA, June 7th.—The association of hemp growers has addressed a petition to the Governor-General asking the chief executive to aid the association with a loan of a million and a half pesos out of the funds of the insular treasury. In the petition the association states that it has been formed to put an end to the unjust speculation of the trusts. The petitioners estimate that 148,072 piculs of hemp will be raised per month and this will be valued at P.11 per picul or P.1,628,792. A loan of 75 per cent of the value on this would amount to P.1,221,591. Estimating that one fourth of the hemp output will be grown on the estates of the exporters it would leave 111,054 piculs valued at P.910,195. As the Assemblymen for the hemp districts have recommended the growers to lessen the output till the prices of the product shall rise, the petitioners further estimate that this will reduce the production to one half its former amount per month bringing it down to the value of about P.457,007 and thus a million and a half pesos loaned by the Government on the output of hemp will help to tide the growers over for three months in which time prices will be up again.

CAMPBOR AND CAMPBOR OIL.

Foochow, June 5th.—The export of camphor for the year ended 31st May amounted to 13,193.84 piculs and the export of camphor oil to 4,827.85 piculs.

COPPER.

YOKOHAMA, May 30th.—Another 1,000 tons sold at Y32 to Y33 per picul and since then home values have experienced another collapse and sellers have retired from the market.

MISCELLANEOUS EXPORTS.

HANKOW, May 27th.—The prices quoted are for the net shipping weight excluding cost of packing for export:—

	Per picul
Cowhides, Best selected	Tls. 30.00
Do. Seconds	" 26.00
Buffalo hides, Best selected	" 23.00
Goatskins, untanned, chiefly white colour	" —
Buffalo Horns, average 3 lbs. each	" —
White China Grass, Wuchang and/or Poochi	" 8.70
White China Grass, Sinshan and/or Chayu	" 8.00
Green China Grass, Szechuen	" 7.70
Jute	" —
White Vegetable Tallow, Kinchow	" 10.80
White Vegetable Tallow, Pingchow and/or Macheng	" —
White Vegetable Tallow, Mongyu	" 10.10
Green Vegetable Tallow, Kiyu	" 10.00
Animal Tallow	" 10.30
Gallnuts, usual shape	" 15.20
Gallnuts, plum do.	" 17.50
Tobacco, Tingchow	" —
Tobacco, Wongkong	" —
Feathers, grey and/or white Wild Duck	" —
Turneric	" —
Sesamum Seed	" 5.65
Sesamum Seed Oil	" —
Wood Oil	" 8.70
Tea Oil	" —

Per M. M. steamer *Ernest Simons*, sailed on 9th June 1908. For Marseille:—20 balles soie, 24 colis cheveux, 200 balles déchets de soie, 40 colis thé, 13 caisses plumes, 2 colis effets, 5 caisses soieries, 16 caisses livres. For Lyon:—54 balles soie, For Valence:—10 balles soie, For St. Etienne:—10 balles soie, For St. Chamond:—25 balles soie. For Hamburg:—5 caisses plumes, For Londres:—109 caisses provisions. For Suez:—200 caisses cassia ligna.

HONGKONG SHARE QUOTATIONS.

HONGKONG, 12th June, 1908.—Since our last report our market generally has ruled quieter, and the business booked has been confined to a few special stocks only. Exchange has firmed during the interval, and closes at 1s. 9½d. T. T. on London, and on Shanghai at 74½ T. T. Bar silver has advanced to 24½d.

BANKS.—Hongkong & Shanghai have ruled quiet with small sales at \$750, at which rate a few more shares are probably to be had. London however has improved and is now quoted at £77. Nationals are unchanged with buyers at \$51.

MARINE INSURANCES.—No business has been done in this section, and rates are without change.

FIRE INSURANCES.—Chinas have been booked at \$93, closing steady. Hongkongs continue in request at \$315, but no shares are available at the rate.

SHIPPING.—Hongkong, Canton and Macao have sold at \$29½ and \$29¼ closing with sellers at the lower rate. The regrettable loss of the Company's steamer "Powan" is, we understand, fully covered by insurance. Douglases have declined to \$37½ sellers, and China and Manilas to \$15 sellers. Shell Transports have improved to 44s. 9d. buyers, and it is probable that 45s. could be done. Indo-Chinas and Star Ferries are unchanged and without business.

REFINERIES.—Sales of China Sugars are reported at \$130 and \$132½ and the market closes firm with buyers at the former rate. Luzons are quiet at \$22.

MINING.—No business reported, and quotations unchanged.

DOCKS, WHARVES AND GODOWNS.—Hongkong and Whampoa Docks after sales at \$108 have declined to \$107 with sellers. Hongkong and Kowloon Wharves have been booked at \$52 and \$51½ and more are procurable at the lower rate. Shanghai Docks are quoted in the North at Tls. 87 buyers, and Shanghai and Hongkew Wharves at the advanced rate of Tls. 234 buyers.

LANDS, HOTELS AND BUILDINGS.—Sales have been effected of Hongkong Lands at \$99, and Kowloon Lands at \$26. West Points are steady at \$48, and Humphreys' Estates at \$10, buyers predominating for the latter. Hotels continue on offer at \$95.

COTTON MILLS.—We have no business to report under this head, and with the exception of Ewos, which have declined to Tls. 57, no changes in quotations to record.

MISCELLANEOUS.—China-Borneos have again been booked at \$10½, and Electrics at the improved rate of \$16. Fair sales have been effected in Cements at \$10½ at which rate a further demand exists. China Providents still continue scarce, and offers of \$9½ fail to bring out supplies. Hongkong and China Gas shares are still enquired for at \$175, and Ropes at \$25 ex the new issue. There are buyers of China Light and Powers at \$6½, Union Water Boats at \$10½, South China Morning Post at \$23, and United Asbestos at \$13. A. S. Watson's are easier with sellers at \$9½.

Quotations are as follows:—

COMPANY.	PAID UP.	QUOTATIONS.
Alhambra	Pa. 200	Nominal
Banks—		
Hongkong & S'hai...	\$125	\$750, sales
National B. of China	26	London 277
Bell's Asbestos E. A.	12s. 6d.	\$7½, sellers
China-Borneo Co.	\$12	\$10½, sales
China Light & P. Co.	{ \$10 } { \$1 }	\$6½, buyers
China Provident	\$10	\$9½, buyers
Cotton Mills—		
Ewo	Tls. 50	Tls. 57
Hongkong	\$10	\$10½
International	Tls. 75	Tls. 63
Laou Kung Mow	Tls. 100	Tls. 77½
Soychee	Tls. 500	Tls. 260
Dairy Farm	\$6	\$19½
Docks & Wharves—		
H. & K. Wharf & G.	\$50	\$51½, sellers
H. & W. Dock	\$50	\$107, sellers
New Amoy Dock	\$6½	\$9½, buyers
Shanghai Dock and Eng. Co., Ltd.	Tls. 100	Tls. 87, buyers
S'hai & H. Wharf	Tls. 100	Tls. 235
Fenwick & Co., Geo.	\$25	\$13, sellers
G. Island Cement	\$10	\$10½, sales & buy.
Hongkong & C. Gas	\$210	\$175, buyers
Hongkong Electric	\$10	\$16, sales
Hongkong Hotel Co.	\$50	\$95, sellers
Hongkong Ice Co.	\$25	\$225, buyers
H. K. Milling Co., Ltd.	\$100	Nominal
Hongkong Rope Co.	\$10	\$25, buy., ex. n.i.
Insurances—		
Canton	\$50	\$235, sellers
China Fire	\$20	\$93, sales
China Traders	\$25	\$96½, buyers
Hongkong Fire	\$50	\$315, buyers
North China	25	Tls. 78, sellers
Union	\$100	\$795, sellers
Yangtze	\$60	\$147½
Land and Buildings—		
H'kong Land Invest.	\$100	\$99, sales & sel.
Humphreys' Estate	\$10	\$10, buyers
Kowloon Land & B.	\$30	\$26 sales
Shanghai Land	Tls. 50	Tls. 119
West Point Building	\$50	\$48
Mining—		
Charbonnages	Fcs. 250	\$570, buyers
Raub	18/10	\$3, sellers
Peak Tramways	{ \$10 } { \$1 }	\$14 \$2
Philippine Co.	\$10	\$8 sellers
Refineries—		
China Sugar	\$100	\$130, buyers
Luzon Sugar	\$100	\$22
Steamship Companies		
China and Manila	\$25	\$15, sellers
Douglas Steamship	\$50	\$37½, sellers
H., Canton & M.	\$15	\$29½, sellers
Indo-China S. N. Co.	25	{ \$38 } { \$24 }
Shell Transport Co.	21	44/9, buyers
Star Ferry	\$10	\$25, sellers
Do. New	\$5	\$15, sellers
South China M. Post	\$25	\$23, buyers
Steam Laundry Co.	\$5	\$6 sellers
Stores & Dispensaries		
Campbell, M. & Co.	\$10	\$15
Powell & Co., Wm.	\$10	\$5½
Watkins	\$10	\$3, buyers
Watson & Co., A. S.	\$10	\$9½, sellers
Wiesmann Ltd.	\$100	\$100
United Asbestos	\$4	\$13, buyers
Do. Founders	\$10	\$150, buyers
Union Waterboat Co.	\$10	\$10½, buyers

VERNON & SMYTH, Brokers.

SHANGHAI SHARE QUOTATIONS.

4th June, 1908.

COMPANY.	PAID UP.	QUOTATION.
Banks:—		
Hongkong & S'hai...	\$125	\$760, buyers
National of China...	26	\$51, buyers
Russo-Chinese	{ R187½ } { T125 }	Tls. 175, sellers
Insurance:—		
Union Society C'ton	\$100	\$795, sellers
North-China	25	Tls. 77½, sellers
Yangtze Assocn.	\$60	\$150, buyers
Canton	\$50	\$230, sales
Hongkong Fire	\$50	\$312½, buyers
China Fire	\$20	\$92, sales
Shipping:—		
Indo - China { pref. } { def. }	210	{ Tls. 29½, sales } { Tls. 14½, sales }
Shell Trans. { ord. } & Trading { pref. }	21 10	{ 22.5.0, sellers } { 29.10, sellers }
S'hai Tug & { ord. } Lighter ... { pref. }	T50	{ Tls. 43, sellers } { Tls. 51½, sellers }
Taku Tug & Lighter	T50	Tls. 47½, sellers
Docks & Wharves:—		
S'hai Dock & Eng...	T100	Tls. 89, buyers
H. & W. Dock	\$50	\$97½, buyers
S. & H'kew Wharf...	T100	Tls. 229, buyers
H. K'loon W. & G...	\$50	\$53, sellers
Yangtze	T100	Tls. 217½, sales
Sugar Companies:—		
Perak Cultivation...	T50	Tls. 77½, sellers
China Refining	\$100	\$135, sellers
Mining:—		
Raub Australian ...	{ 21 } { 18/10 }	{ \$8, sellers } { Tls. 16, buyers }
Chinese Eng. & Min.	21	
Lands:—		
S'hai Investment...	T50	Tls. 119, sales
H'kong Investment	\$100	\$100, sellers
Humphreys' Estate	\$10	\$10½, sales
Weihaiwei	T25	\$9, sellers
China	T50	Tls. 50, sellers
Anglo-French	T100	Tls. 100½, buyers
Cotton:—		
Ewo	T50	Tls. 58, sellers
International	T75	Tls. 63, buyers
Laou Kung Mow	T100	Tls. 77½, sellers
Soy Chee	T500	Tls. 260, sellers
H'kong C. S. W. D.	\$10	\$9, buyers
Industrial:—		
Shanghai Gas	T50	Tls. 109, sellers
Major Brothers	T50	Tls. 45, buyers
Shanghai Ice	T25	Tls. 14, sales
China Flour Mill	T50	Tls. 57, buyers
S'hai Pulp & Paper	T100	Tls. 47, buyers
Green Is. Cement	\$10	\$11, sellers
Maatschappij, &c., in Langkat	G 100	Tls. 520, buyers
Shanghai - Sumatra Tobacco	T20	Tls. 90, sellers
S'hai Waterworks	220	T880, sales
Anglo-Ger. Brewery	100	\$85, buyers
A. Butler Cement, Tile Works	50	\$35, sales
Kalumpang Rubber	50	\$51, sales
Eastern Fibre	10	nominal
Shanghai Electric Construction	210	29.15/-, buyers
Miscellaneous:—		
Hall & Holtz	\$20	\$19, sales
A. Llewellyn	\$60	\$43, buyers
A. S. Watson & Co.	\$10	\$11½, sellers
Central Ordinary	\$15	\$12½, sellers
Central Founders	\$15	\$400, buyers
S. Moutrie & Co.	\$50	\$50, buyers
Weeks & Co.	\$20	\$20½, buyers
Astor House Hotel	\$25	\$21½, sellers
Hongkong Hotel	\$50	\$98, sellers
Hotel des Colonies	T25	Tls. 7½, sellers
Tsingtao Hotel	\$100	nominal
Lane, Crawford & Co.	100	\$145, sellers
Dunning & Co.	50	\$52, sellers
S'hai Horse Bazaar	T50	Tls. 45, sellers
S'hai Mercury	T50	Tls. 50, sellers
S'hai Mutual Tele.	T50	Tls. 54, sellers
China Im. & Ex. Lumber	T100	Tls. 83, sellers
Shanghai Electric & Asbestos	\$25	\$23, sellers
Dallas Horse Repository	T50	Tls. 25, sellers
China Printing Co.	T50	Tls. 50, sellers

J. P. BISSET & Co.

Messrs. J. P. Bisset & Co. in their Share Report for the week ending 4th June, state:—The week under review has not been distinguished for any special volume of business in any particular stock, and has in fact shown a falling off as compared with the previous two or three weeks. The bank holiday yesterday has also tended to curtail business. Banks.—H. & Banks. On the 29th a sale took place at \$760. Insurance.—There are no transactions reported. Shipping.—There are no transactions reported. Docks and Wharves.—Shanghai Dock and Engineering Co. Ltd.: Cash shares have changed hands at from Tls. 87 to Tls. 89, and the market closed on the 2nd instant, with buyers for July at Tls. 90. Shanghai and Hongkew Wharves. We have to report a slight improvement during the week, and the market opened with cash transactions at Tls. 226 and for June at Tls. 227. A continued demand for June commitments eventually carried the rate to Tls. 228½ for cash, while for June transactions are reported at Tls. 228, Tls. 222, Tls. 280 and Tls. 231, closing with buyers. For September a sale is recorded at Tls. 229. Sugar Companies.—No transactions reported this week. Mining.—No business. Lands.—Shanghai Lands have slightly receded from Tls. 120, to Tls. 118½. Anglo-French Lands have been placed at Tls. 100. Industrial.—Cottons: There is no business reported. Shanghai Gas Co.: There are sellers at Tls. 109. Major Bros. have changed hands at Tls. 45, and there are further buyers. Shanghai Pulp and Paper Co.: Shares have been dealt in at Tls. 47. Maatschappij, &c., in Langkats: In the early part of the week had a smart decline to Tls. 510 for cash and Tls. 515 for June. On the 29th a good demand set in and the cash shares available at Tls. 510 were taken off the market. A subsequent demand has carried the rate to Tls. 520 for cash and at the close there are buyers for June at Tls. 525. Forward rates have been well maintained and the price for September is Tls. 542½ to Tls. 545. Shanghai Sumatras: For the settlement shares were in urgent demand, and on the 27th as high as Tls. 105 was paid for cash. The requirements of short sellers being satisfied the rate declined almost immediately to Tls. 90. At closing there are buyers in the market at Tls. 88. Shanghai Electric Construction Co.: Since our last shares have been dealt in at 29. 10s, 29. 12s. 6d. and 29. 15s. Miscellaneous.—Hall and Holtz shares have changed hands at \$19½ and \$19½. Weeks & Co.: There are numerous buyers at \$20½. Astor House Hotel Co.: Offers are wanted for these shares at \$21½. Shanghai Mutual Telephones have been dealt in at Tls. 54. Loans and Debentures.—Perak Seven per cent. debentures have changed hands at half per cent. premium. Shanghai Municipal Six per cent.: We hear of an unreported sale at Tls. 102. Shanghai Gas Debentures have been placed at Tls. 101.

EXCHANGE.

HONGKONG, June 12th.

ON LONDON.—	
Telegraphic Transfer	1/9½
Bank Bills, on demand	1/9½
Bank Bills, at 30 days' sight	1/9½
Bank Bills at 4 months' sight	1/9½
Credits, at 4 months' sight	1/10
Documentary Bills, 4 months' sight ..	1/10½
ON PARIS.—	
Bank Bills, on demand	2/7
Credits 4 months' sight	23½
ON GERMANY.—	
On demand	184
ON NEW YORK.—	
Bank Bills, on demand	44
Credits, 60 days' sight	45½
ON BOMBAY.—	
Telegraphic Transfer	136½
Bank, on demand	136½
ON CALCUTTA.—	
Telegraphic Transfer	136½
Bank, on demand	136½
ON SHANGHAI.—	
Bank, at sight	74½
Private, 30 days' sight	75½
ON YOKOHAMA.—	
On demand	88½
ON MANILA.—	
On demand	88½
ON SINGAPORE.—On demand	77½
ON BATAVIA.—On demand	105½
ON HAIPHONG.—On demand	8½ p.c. pm.
ON SAIGON.—On demand	8 p.c. pm.
ON BANGKOK.—On demand	85½
SOVEREIGNS, Bank's Buying Rate	\$10.90
GOLD LEAF, 100 fine, per tael	\$57.10
BAR SILVER, per oz.	24½

TONNAGE.

HONGKONG 12th June.—Business continues dull, with only a limited demand for tonnage. From Saigon to Hongkong, 12 cents last and offering; to Philippines, 22 cents per picul; to South Coast Japan, several charters effected at 21 sen. From North Coast Java to Hongkong, no demand. From Bangkok to this, nothing doing. From Manila to Ningpo and Shanghai, another small carrier has been closed at 22 cents per picul. From Newchwang to Canton, 20 cents per picul last. Coal freights remain steady. From South Japan Coal port to Hongkong, \$1.35 per ton last; to Canton, \$2.00; to Saigon, \$2.50. From Hongay to Canton, \$1.45; to Hongkong, \$1.25. The following are the settlements:—
Quinta—German steamer, 987 tons, Wakamatsu to Hongkong, \$1.45 per ton.
Oriol—British steamer, 2,206 tons, Moji to Hongkong, \$1.95 per ton.
Braemar—British steamer, 2,313 tons, Moji to Hongkong, \$1.35 per ton.
Akar—Norwegian steamer, 1,899 tons, Moji to Hongkong, \$1.35 per ton.
Tjibodas—Dutch steamer, 2,960 tons, Moji to Hongkong, \$1.35 per ton.
Chungang—British steamer, 1,418 tons, Moji to Canton, \$2.00 per ton.
Haldis—Norwegian steamer, 1,065 tons, Moji to Saigon, \$2.50 per ton.
Pooshing—British steamer, 1,483 tons, Kuchinotzu to Hongay, \$1.60 per ton.
An Indo Chin. S. N. Co.'s steamer, Hongay to Canton, \$1.45 per ton.
Drufar—Norwegian steamer, 1,102 tons, Newchwang and Tairen to Canton (\$5,000), 20 cents per picul.
Eiger—Norwegian steamer, 874 tons, Manila to Ningpo and Shanghai, 22 cents per picul.
Fausang—British steamer, 1,410 tons, Saigon to 1 port South Coast Japan, 21 sen per picul.
Mathilda Komer—German steamer, 1,847 tons, Saigon to 1 port South Coast Japan, 21 sen per picul.
Lauschan—German steamer, 2,056 tons, Saigon to 1/2 ports Japan, 21/23 sen per picul.
Mandol—Norwegian steamer, 1,193 tons, Saigon to Hongkong, 12 cents per picul.
Laertes—British steamer, 1,514 tons, Saigon to Hongkong, 12 cents per picul.
Nanshan—British steamer, 1,299 tons, Saigon to Hongkong, 12 cents per picul.
Lauschan—German steamer, 2,056 tons, Saigon to Hongkong, 11 cents per picul.
Derwent—British steamer, 1,309 tons, Saigon to Hongkong, 11 cents per picul.

SHIPPING

ARRIVALS AND DEPARTURES SINCE LAST MAIL.

June—	ARRIVALS.
4, Prometheus, Norw. str., from Bangkok.	
5, Ghazee, British str., from Keelung.	
5, Glenlogan, British str., from Seattle.	
5, Kweiyang, British str., from Newchwang.	
5, Lennox, British str., from Vancouver.	
5, Ragnar, Norwegian str., from Rajang.	
5, Taming, British str., from Manila.	
5, Teucer, British str., from Kobe.	
5, Yochow, British str., from Shanghai.	
6, Cameta, British str., from Kuchinotzu.	
6, C. Diederichsen, Ger. str., from Haiphong.	
6, Fukushima Maru, Jap. str., from Anping.	
6, Juterpolis, Brit. ship, from San Francisco.	
6, Kueichow, British str., from Tientsin.	
6, Sungkiang, British str., from Iloilo.	
6, Singan, British str., from Haiphong.	
6, Waishing, British str., from Wuhu.	
7, Aldenham, British str., from Australia.	
7, Arabia, German str., from Portland.	
7, Dagny, Norwegian str., from Dalny.	
7, Ernest Simons, Fr. str., from Yokohama.	
7, Fausang, British str., from Saigon.	
7, Haimun, British str., from Coast Ports.	
7, Mausang, British str., from Sandakan.	
7, Nanchang, British str., from Chefoo.	
7, Petchaburi, German str., from Bangkok.	
7, Polynesien, French str., from Marseilles.	
7, Tientsin, British str., from Amoy.	
8, Hongkong, French str., from Haiphong.	
8, Japan, British str., from Calcutta.	
8, Kanagawa M., Jap. str., from Yokohama.	
8, Keemun, British str., from Manila.	
8, Mathilde, German str., from Haiphong.	
8, Meefoo, Chinese str., from Shanghai.	
8, Samsen, German str., from Saigon.	
8, Segovia, German str., from Tsingtau.	
8, Totomi Maru, Jap. str., from Singapore.	
8, Yuensang, British str., from Manila.	
8, Zafiro, British str., from Manila.	

9, Hupeh, British str., from Swatow.
9, Looksun, German str., from Bangkok.
9, Montrose, British str., from Singapore.
9, Proteus, Norwegian str., from Bangkok.
9, Solstad, Norwegian str., from Haiphong.
9, Suimow, German str., from Haiphong.
9, Yawata Maru, Japanese str., from Japan.
10, Bingo Maru, Jap. str., from London.
10, Chowtai, German str., from Bangkok.
10, Glenearn, British str., from Shanghai.
10, Haiching, British str., from Coast Ports.
10, Hongmob, British str., from Singapore.
10, J. Diederichsen, Ger. str., from Hoihow.
10, Joshin Maru, Japanese str., from Tamsui.
10, Malta, British str., from Bombay.
10, Priam, British str., from Hankow.
10, Tsinar, British str., from Yokohama.
10, Tsintan, German str., from Bangkok.
11, Chowfa, German str., from Saigon.
11, Huichow, British str., from Tientsin.
11, Nicomedia, German str., from Portland.
11, Nord, British str., from Anping.
11, Peshawur, British str., from Antwerp.
11, Progress, Norwegian str., from Moji.
11, Sardinia, British str., from London.
11, Spir, Norwegian str., from Chefoo.
11, Yu Shun, Chinese str., from Shanghai.

JUNE—DEPARTURES.

5, Chipshing, British str., for Swatow.
5, Dortmund, German str., for Shanghai.
5, Germania, German str., for Sydney.
5, Haitan, British str., for Coast Ports.
5, Hanoi, French str., for K. C. Wan.
5, Kwangtah, Chinese str., for Shanghai.
5, Loongsang, British str., for Manila.
5, Nord, British str., for Anping.
5, Yatshing, British str., for Shanghai.
6, Carnarvonshire, Brit. str., for Shanghai.
6, Banri Maru, Japanese str., for Saigon.
6, Laiesang, British str., for Singapore.
6, Moyori Maru, Jap. str., for Singapore.
6, Rubi, British str., for Manila.
6, Shawmut, Am. str., for Moji & Seattle.
6, Taishan, British str., for Hongay.
6, Victoria, American str., for Singapore.
6, Wye, British str., for Saigon.
7, Choshun Maru, Jap. str., for Swatow.
7, Daijin Maru, Japanese str., for Swatow.
7, Devawongse, German str., for Swatow.
7, Glenlogan, British str., for Manila.
7, Hongkong Maru, Jap. str., for Yokohama.
7, Inveran, British str., for Newcastle.
7, Omura Maru, Japanese str., for Moji.
7, Phranang, German str., for Swatow.
7, Tjipanang, Dutch str., for Macassar.
7, Triumph, German str., for Haiphong.
7, Zwæna, British str., for Saigon.
8, Polynesien, French str., for Shanghai.
9, Aldenham, British str., for Yokohama.
9, Ernest Simons, Fr. str., for Europe, &c.
9, Haimun, British str., for Coast Ports.
9, Iyo Maru, Japanese str., for Seattle.
9, Singan, British str., for Hoihow.
9, Sungkiang, British str., for Amoy.
9, Taming, British str., for Manila.
10, Choysang, British str., for Swatow.
10, Eiger, Norwegian str., for Manila.
10, Fukushima Maru, Jap. str., for Swatow.
10, Hanyang, British str., for Shanghai.
10, Kanagawa Maru, Jap. str., for Singapore.
10, Mandal, Norwegian str., for Saigon.
10, Montrose, British str., for Shanghai.
10, Nikko Maru, Japanese str., for Nagasaki.
10, Oriol, British str., for Moji.
10, Segovia, German str., for Singapore.
10, Totomi Maru, Jap. str., for Shanghai.
10, Yuensang, British str., for Amoy.
11, Bourbon, French str., for Saigon.
11, Ghazee, British str., for Singapore.
11, Ischia, Italian str., for Singapore.
11, Japan, British str., for Shanghai.
11, Keemun, Brit. str., for Keelung & Seattle.
11, Kueichow, British str., for Swatow.
11, Kweiyang, British str., for Newchwang.
11, Malta, British str., for Shanghai.
11, Mathilde, German str., for Hoihow.
11, Merapi, Dutch str., for Amoy.
11, Oceano, British str., for Shanghai.
11, Pheumpenh, British str., for Saigon.
11, Priam, British str., for Singapore.
11, Sui Mow, German str., for Shanghai.
11, Swanley, British str., for Durban.

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